

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
David Edkins	11/05/2005
RECEIVING PARTY DATA	
Name:	FULTON HOGAN LIMITED (parent corp. of Stahlton Engineered Concrete)
Street Address:	47 Airdrie Road
City:	Ranau, Auckland
State/Country:	NEW ZEALAND
Postal Code:	0612
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13120830
CORRESPONDENCE DATA	
Fax Number:	3123609315
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 360-0080
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Correspondent Name:	Greer, Burns & Crain, Ltd.
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Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	1009.102505
NAME OF SUBMITTER:	Lawrence J. Crain
Total Attachments: 19 source=KR4527#page1.tif source=KR4527#page2.tif source=KR4527#page3.tif source=KR4527#page4.tif	

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Fulton Hogan Ltd

Individual Agreement of Employment – Salary Staff

PARTIES

Fulton Hogan Limited (“the Employer”)

David Edkins (the “Employee”)

1. INTRODUCTION

- a. This agreement sets out the terms and conditions of your employment. It shall remain in effect until employment is terminated or it is renegotiated.
- b. You are required to perform your duties to the best of your ability, maintain the required standards of performance and provide responsible, loyal and honest service to the Employer.
- c. You are employed by the Employer as the Stahlton Technical Manager. The duties and responsibilities of your position are as per the attached job description (Appendix A).

2. CONTINUITY OF SERVICE

If you were required to transfer to another Fulton Hogan Company, your service will be deemed continuous.

3. REMUNERATION

- a. Your total remuneration and allowances are as per Appendix B. Your total remuneration takes into account the duties and responsibilities of your position with the Employer.
- b. Your remuneration will be reviewed annually in accordance with the review dates set by the Employer. Any review will take into account your performance in your job since either your appointment to the Employer or since your last performance review.
- c. The Employer's overall performance and profitability for the past year will also be a factor in determining whether you receive a salary increase.
- d. You will be paid monthly, by no later than the 16th of each month, by direct credit to your nominated bank account.
- e. You give your consent pursuant to section 5 of the Wages Protection Act 1983 for the Employer to deduct from your salary any monies that that you agree is owed to the Employer. The Employer will consult with you on a reasonable repayment arrangement.

4. HOURS OF WORK

The parties understand that the employment is task rather than time orientated.

The hours of work shall therefore vary in accordance with work requirements. With this in mind it is envisaged that the hours of work both in terms of clock hours during which tasks are undertaken and also in terms of actual time spent completing each task will be of secondary importance to the satisfactory completion of the job itself. However the employee is required to work a minimum of at least 40 hours per week in order to satisfactorily complete the tasks required and these hours will normally be worked between 6.00 am and 6.00 pm Monday to Friday.

5. ANNUAL HOLIDAYS

- a. Annual holidays will be allowed in accordance with the Holidays Act 2003. At the end of each continuous 12 months of employment you are entitled to paid annual leave of four weeks.
- b. The time at which you take your annual holidays will, in the first instance, be negotiated to suit both yourself and the Employer, although the Employer may direct you to take your holidays if no agreement can be reached. You are required to give the Employer no less than two weeks' notice of your intention to take annual leave.
- c. All annual holidays must be taken before 30 November of the year following the year in which your entitlement accrued unless an alternative arrangement has been reached between yourself and the Employer.
- d. The Employer operates a closedown under the Holidays Act 2003 over the Christmas/New Year period. You may be required to take annual leave during that period.

6. PUBLIC HOLIDAYS

- a. Public holidays will be granted in accordance with the Holidays Act 2003, which provides for 11 whole holidays per year.
- b. You agree to work on public holidays if these fall on otherwise working days for you and if directed to do so by the Employer. If you are directed to work on a public holiday, you will be paid the portion of your relevant daily pay for the time actually worked, plus half that amount again. You will also be granted an alternative holiday, to be taken in the future at a time agreed with the employer, and which will be paid at your relevant daily pay for the day chosen.
- c. If you agree to work on a public holiday that falls on a day that you would not otherwise have worked, you will be paid the portion of your relevant daily pay for the time actually worked, plus half that amount again. No alternative holiday will be granted.
- d. If a public holiday falls on a day that you would otherwise have worked, and you are not required to work, you will be paid your relevant daily pay for that day. No payment will be made for public holidays that do not fall on days you would otherwise have worked.

- e. The recognised holidays are:
- Christmas Day
 - Boxing Day
 - New Year's Day
 - 2 January (or some other day in its place)
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - Queen's Birthday
 - Labour Day
 - Anniversary Day

7. SPECIAL CONDITIONS OF AGREEMENT

Special conditions relating to the terms and conditions of your employment are listed on Appendix C.

8. PARENTAL LEAVE

- a. Parental leave will be allowed in accordance with the provisions of the *Parental Leave and Employment Protection Act 1987* and its amendments.

9. SICK AND BEREAVEMENT LEAVE

Sick Leave Entitlement

- a Sick leave will be granted in accordance with and inclusive of the sick leave entitlements in the Holidays Act 2003.
- b After six months' continuous service, you are entitled in each 12-month period to 5 days' sick leave. Sick leave may be taken if you, your spouse or a person who is dependant on you for care is sick or injured.
- c You may be required to provide the Employer with a medical certificate signed by your medical practitioner and obtained at your own expense in the event that you are absent from work in excess of three consecutive calendar days.
- d After a long period of sick leave the employer may require you to provide a medical certificate certifying that you are fit to resume work.
- e The Employer may also require a medical certificate as proof of illness within the three consecutive calendar days if:
- (i) the Employer has reasonable grounds to suspect that the leave is not genuine;
 - (ii) the Employer informs you of the requirement to provide the proof as soon as possible after forming the suspicion; and

- (iii) the Employer agrees to meet your reasonable expenses in obtaining proof
- f Where the employer considers that your performance may be impaired by a possible medical condition, the employer may require you to undergo an examination by a registered medical practitioner nominated by the employer. The employer reserves the right to require a specialist medical practitioner's examination and report (or a registered clinical psychologist's examination and report if such examination is recommended by a registered medical practitioner) in specific cases.
- g Sick leave not taken during a particular year of employment may be accumulated up to a maximum of 20 days with a carry over of up to 15 days.

Bereavement Leave Entitlement

- h. You will be entitled to take up to 3 days' paid bereavement leave on the death of your spouse, child, brother, sister, parent, grandparent, parent-in-law or grandchild. You may also be granted one day's paid bereavement leave where the employer accepts that you have suffered bereavement through a special association with any deceased person other than those listed above. These entitlements are inclusive of the bereavement leave entitlements in the Holidays Act 2003.
- i. You may be required to provide proof of bereavement to support an application for bereavement leave.

Provisions Relating to Sick Leave and Bereavement Leave

- j. You are required to advise your Manager that you will be absent from work due to illness or bereavement, as soon as possible prior to your normal start time but no later than one hour after your normal starting time. Failure to do so will only be excused where there are special reasons that made it impossible for you to notify the Employer.
- k. Leave will be paid at your relevant daily pay for the day(s) taken. Where you have been required to provide a medical certificate or proof of bereavement and you have not done so, the payment for the relevant leave may be withheld until that is provided.

NOTE TO CLAUSES 4, 5 AND 8:

Further information about your entitlements under the Holidays Act 2003 can be obtained from the Department of Labour.

10. LONG SERVICE LEAVE

- a. You will be entitled to long service leave as follows:
 - 1 week's special holiday after completion of 10 years' continuous service
 - 8 week's special holiday after completion of 20 years' continuous service
 - 3 week's special holiday after completion of 30 years' continuous service

- 4 week's special holiday after completion of 40 years' continuous service
- b. Each special holiday is to be taken before the next entitlement falls due or it will be forfeited. However, each special holiday need not be taken in one package.

11. JURY DUTY

- a. If you are summonsed to jury duty, you will be granted leave on pay for up to 5 days, providing that such leave may be extended at the Employer's discretion.
- b. You may retain your travelling expenses, but the remainder of jury and court fees you receive must be paid over to the Employer.
- c. You will be required to return to work immediately upon being relieved of your jury duty on each day you are required to report for possible service.

12. HEALTH AND SAFETY

- a. It is the Employer's objective to ensure a healthy and safe workplace.
- b. You are required immediately to report any new hazard, unsafe work condition or unsafe equipment to your Manager and at all times to observe and practice safe work methods at work. Any work related accident or near miss incident, must be promptly reported to the Employer on the same day. Where you do not report an accident, the Employer may refuse to accept it as a work related injury.
- c. As part of the Employer's monitoring of a safe and healthy work environment, you may be required to undergo periodic medical examinations at the Employer's expense.
- d. The Employer will comply with the provisions of all applicable Health and Safety legislation. You too are required to comply with all relevant legislation and safety rules
- e. You need to be aware that significant penalties may be imposed on both you and/or the Employer in the event of prosecution for breaches of the legislation.

13. WORK-RELATED STRESS

- a. You acknowledge and accept that a certain amount of stress may be involved in the performance of your normal duties under your *Agreement of Employment*. You agree to inform your manager without delay, if you feel unduly stressed as a result of your work, work environment or workload or if you feel unduly fatigued while at work.
- b. The Employer undertakes promptly to assess the situation where you have brought an issue of work-related stress or fatigue to management's attention. The Employer will take the steps it deems necessary and appropriate in the circumstances to reduce, minimise and/or to monitor the situation.

14. **E-MAIL / INTERNET USE**

- a. You may be given access to the Internet for Employer business purposes. Any communication made through the Internet reflects directly on the Employer and must always conform and be consistent with the Employer's philosophy and ethics.
- b. You undertake that the content and tone of all e-mail communications will always be appropriate and in line with good business practice. The Employer reserves the right to examine your email and internet account.
- c. The Internet should not to be used for personal e-mails.

15. **RESTRUCTURING AND REDUNDANCY: EMPLOYEE PROTECTION**

15.1 Definitions:

For the purposes of this provision –

"restructure" and "restructuring" means entering into a contract or arrangement under which the Employer's business (or part of it) is undertaken for the employer by another person, or the sale or transfer of the Employer's business to another person (subject to the exclusions set out in s69L Employment Relations Act).

"affected employee" means an employee whose position is affected as a result of restructuring.

"redundancy" and "redundant" has the meaning set out in clause 15.3.

"new employer" means the person to the contract or arrangement under which the business is to be restructured (not being the employer party to this employment agreement).

15.2 Restructuring - Where the Employer proposes to restructure the business and as a result you, as an affected employee, may become redundant to the Employer's needs the following process shall apply –

15.2.1 The Employer shall first establish, in negotiations with the new employer, the extent to which your position may be affected by the restructuring, and the opportunity (if any) and the terms upon which you may transfer to the new employer with the object of preserving employment where practicable to do so.

15.2.2 Where it is established that, as a result of a proposal to restructure, your position will be affected, the Employer shall meet with you and, where requested by you, your representative, to inform the employee of the outcome of negotiations with the new employer to the extent that it relates to your position

15.2.3 If the Employer has been able to arrange for your transfer to the new employer, you shall be able to choose to transfer or not to transfer.

15.2.4 If the Employer has not been able to arrange for you to transfer to the new employer or if you elect not to transfer to the new employer, the Employer shall consult with you (and where applicable, your representative).

15.3 Redundancy

For the purposes of this clause "redundancy" shall mean a situation in which you are surplus to the Employer's requirements whether arising from the restructuring of the whole or any part of its business, the adoption of new technology or downturn in demand for its products or services for whatever reason and where the Employer requires or desires to make a reduction in its permanent workforce.

The terms, "redundancy" and "redundant", shall have corresponding meaning.

15.3.1 Where the Employer proposes to implement redundancy, it shall, where practicable, consult with you if your employment is affected or likely to be affected (together with your representative as required) as a result of the redundancy.

The object of this process shall be to –

- inform you of the situation and the reasons giving rise to it
- identify, where practicable, opportunities for re-deployment, re-training or other alternatives to termination of employment arising from redundancy
- inform you of the proposed criteria (if applicable) for the selection of staff to be made redundant
- discuss ways in which the Employer may be of assistance to you if you are made redundant.

15.3.2 In the event that a position is declared by the Employer to be redundant and if following the consultation required under 15.3.1 the Employer and you have been unable to agree upon any alternative course of action, the Employer shall give not less than four weeks notice of termination to you (inclusive of all other notice periods which may be provided for elsewhere within this agreement). The employer may elect to pay wages in lieu of notice.

15.4 Redundancy Compensation

Should your position with the Employer become redundant, you will be given a minimum of 4 weeks' notice of your redundancy (inclusive of all other notice periods which may be provided for elsewhere within this agreement).

If the Employer for any reason initiates the termination other than through earlier use of disciplinary procedures (i.e. the employee's position is no longer available) and subject to clause 15.4.d below, payment to the employee will be made as follows:

- a. 1/12th of your base annual salary as compensation where continuous service is less than 5 years.
- b. 3/12^{ths} of your base annual salary as compensation where continuous service is greater than 5 years.
- c. Employer's contribution and accrued funds in Fulton Hogan Group Superannuation Fund shall be paid in full (in terms of the trust Deed).
- d. Where your employment is terminated as a result of the sale or other disposal of part or all of any business or businesses carried on by the Employer and you are offered employment by the purchaser or transferee on terms and conditions substantially the same as those contained in this agreement of employment, then you will not be regarded as redundant and you will not be eligible for any compensation.

16. TERMINATION

- a. This agreement may be terminated by either party giving 4 weeks' notice in writing to the other party, provided that the Employer may summarily dismiss you without prior notice in the case of serious misconduct.
- b. Where you do not give the required period of notice, the monetary value of the unworked period may be deducted from your final pay, including any holiday pay owing.
- c. If you are absent from work without consent or notification to the Employer for a continuous period of 3 days or more, you will be deemed to have terminated your employment without notice unless good cause can be shown.
- d. Any monies owed by you to the Employer, for whatever reason, may be deducted from your final pay, including holiday pay, upon termination of your employment with the Employer.
- e. Where the employee has given notice of resignation the employer reserves the right to terminate employment (Garden Leave) at any time during the notice period provided that the employee shall be paid for the full notice period to a maximum of 4 weeks.

17. CONFIDENTIALITY

You may not disclose by any means whatsoever, any information or knowledge relating to the Employer's business or its clients and associates to any person or corporate body, unless you have been expressly authorised to do so in the course of your duties. This prohibition will continue to apply after the termination of your employment with the Employer.

18. RESTRAINT OF TRADE AND OTHER BUSINESS ACTIVITIES

- a. Intellectual property rights for any original work, methodologies, systems, designs, documentation or material produced or published during your employment, including inventions, patent rights, trademarks, copyright or other processes developed or created by you arising from, and developed in connection with the activities of the Employer, shall remain the sole property of the Employer and cannot be used by you after you leave the Employer employment without the express consent of the Employer.

All such information, documentation, software and related material designed by you or held in your possession, must be returned to the Employer on termination of your employment. Any royalties, fees or any form of remuneration arising from such matters belong to the Employer.

- b. During your employment you will neither directly nor indirectly canvass or solicit custom or business from any person, persons, or Employer, who is a client of the Employer, nor will you during this period directly or indirectly approach other staff or contractors to the Employer with the intention of soliciting or endeavouring to entice them away from the Employer.

19. OTHER EMPLOYMENT

Without prior express written approval and consent from the Employer, you may not undertake any work outside of your employment with the Employer. Where such work may create a conflict of interest or compromise the interests of the Employer approval will be denied.

20. SUPERANNUATION

If you have been working more than 20 hours per week and have attained 2 (two) years' continuous service as at 1 August you will be entitled to join the Fulton Hogan Group Staff Retirement and Family Protection Plan with a minimum Employer contribution of 2.5% of the your base salary.

21. DEATH & DISABLEMENT COVER

The Employer shall provide this to you from the date of commencement and remains in place until you are eligible for entry to the Group Staff Retirement and Family Protection Plan, which has this cover included. Cover during this initial period is 12 month's salary or the amount prescribed in the Trust Deed if you are over 49 years of age.

22. MEDICAL INSURANCE

If you have been working 20 or more hours per week and have attained 18 months continuous service you will be eligible to join the Fulton Hogan Group Medical Insurance scheme, being Unicare Plus 80 or similar. The employer will pay premiums in full.

23. (a) MEDICAL EXAMINATIONS

You will be required to undergo an annual medical examination to ensure that your health is compatible with the work being carried out. The examination shall be carried out by a medical provider approved by the Employer, which shall pay all costs associated with the examination.

(b) Medical Information

The Employer may in cases of long-term absence require you to undergo a medical examination for the purposes of a second opinion with a medical practitioner nominated by the Employer and arranged at the expense of the Employer.

Where the Employer considers that your performance may be impaired by a possible medical condition, the Employer may require you to undergo an examination by a registered medical practitioner nominated by the Employer. The Employer reserves the right to require a specialist medical practitioner's examination and report (or a registered psychologist's examination and report if such examination is recommended by a registered medical practitioner) in specific cases. The Employer shall meet the costs of the examination(s).

24. ALCOHOL AND DRUG TESTING

You are required to comply with the Employer Alcohol and Drug policy. This includes internal transfer, post incident and reasonable cause testing. Acceptance and signature of this agreement includes acceptance of this policy and gives the Employer the authority to require you to participate in alcohol and drug testing within the terms of the policy. Failure to do so may be considered as potential serious misconduct, and may result in the termination of your employment.

25. PROCEDURE FOR SETTLEMENT OF EMPLOYMENT RELATIONSHIP PROBLEMS

Any personal grievance, dispute or other employment relationship problem that you may raise against the Employer shall be dealt with as described in the document headed "Resolving Employment Relationships Problems" as attached marked "D".

26. **COMPLETENESS**

The terms and conditions set out in this agreement replace any previous agreements and understanding and represent the entire agreement between the parties.

27. **VARIATION**

By mutual agreement, you and your Manager may vary any term in this agreement. When any variation has been agreed, it will be confirmed in writing by recording the details in a variation letter that must be dated and signed by both parties.

28. **EMPLOYER POLICIES AND RULES**

By signing this agreement you agree to be bound by the Employer's work rules, policies and procedures as may apply, and as may be amended from time to time by the Employer. The Employer shall ensure that current copies of such rules, policies and procedures are made available to you in writing.

The employer may suspend you on pay while investigating any alleged misconduct. The Employer will discuss the proposal of suspension with you, consider your views and respond to them, before making the decision to suspend you.

I acknowledge that I fully accept the terms and conditions of employment as set out in this agreement. I have been given the opportunity to seek independent advice before signing.

Dated at Auckland this 4th day of NOVEMBER 2005

Employee 

On behalf of Fulton Hogan Ltd



Name: Brian Roberson Position: NORTHERN CIVIL MANAGER

APPENDIX A

Job Description

31 October 2005

Stahlton Prestressed Concrete

Job Description

Position: Technical Manager

Reporting to: Stahlton Manager

Qualifications: BE, CPEng, MIPENZ

Job Objective:

To manage the technical department at Stahlton Prestressed Concrete, including design of concrete products manufactured, research and development of new products and testing of new and existing products, technical support to clients and specifiers, technical marketing, and training.

The overall objective of the technical department is to support the business to become the leading supplier of prestressed concrete products in New Zealand and to provide long-term Group profit for all shareholders.

Responsible for:

1. Health & Safety

- Carry out your duties with due regard to the health and safety of Stahlton employees, and the wider public.
- Participate in H&S initiatives in support of Group policy.
- Optimise the use of technology to promote health and safety.

2. Design

- Control of the design process for prestressed flooring systems, including specifying strand patterns during tendering and detailing, Checking / peer reviewing design assumptions made by draughtsmen during detailing.
- General design of items such as lifting beams, moulds etc.
- Provision of technical design support to clients during the pre-tender phase through to post-tender stage, including development of alternative product use.
- Provision of Producer Statements for products supplied by Stahlton
- Where necessary provide trouble shooting technical advice to clients on site
- Assessing and developing of draughtspersons

3. Research and Development

- Participate in the development of new products or enhancements of existing products based on internal innovation or responding to requirements of clients
- Lead the design and testing process for new products

- Lead the testing and proving of existing products to verify design assumptions and factors of safety
- Participate in Industry research initiatives such as the Canterbury Hollowcore test programme.
- Participate and represent Stahlton in Industry bodies such as Precast New Zealand.
- Maintain a watch on local and international industry developments and the development of new materials and processes.

4. Management

- Participate in the senior management team of Stahlton and Fulton Hogan Civil, and assist in developing strategic plans and direction.
- Set technical department goals and objectives and review these regularly.
- Prepare technical department business plans and objectives.
- Oversee the management of the draughting office and draughting staff to provide a superior service to clients and the operations team, that is integrated with the design function.
- Participate in Quality initiatives based around existing ISO 9001 / 2000 certification and provide an "independent" review of quality in the factory.
- Manage a technical budget and plan expenditure.
- Report on initiatives and projects to the senior management team and Fulton Hogan Executive

5. Training / Mentoring

- Lead the training of engineers and foremen in elementary design practice to improve awareness of the design capabilities of our products
- Develop new graduates in the design of prestressed Stahlton products, and mentor graduates to achieve CPEng. Registration.
- Work with Rod Fulford to transfer his experience and knowledge of Stahlton products.
- Develop and present training courses for clients, both engineers and contractors, to familiarise them with our products and the correct application of them, and to demonstrate our technical edge.

Essential Attributes:

- Self motivated and disciplined
- Positive and enthusiastic with good leadership skills
- Results driven
- Good communication skills
- Ethical / have good values
- Sense of humour

APPENDIX B

Remuneration

Base Salary	\$ 100,000
Equivalent contribution to Super and Medical insurance	\$ 5,000
Vehicle (private use benefit)	\$ 10,500
Total Fixed Remuneration	\$ 115,500

APPENDIX C

Special Conditions

Employee Name David Edkins

Special Conditions which

- (a) Vary the conditions of the Standard Individual Agreement, and/or
- (b) Introduce new conditions to the Standard Agreement

Special Conditions

A contribution to superannuation at 2.5% forms part of your remuneration and applies immediately

Medical insurance – A contribution towards your own Southern Cross medical insurance that you wish to continue applies immediately and is included with your remuneration

Signed

D. J. E.
.....

Employee

Balt
.....

Employer

Date

4/11/05
.....
.....

APPENDIX D

FULTON HOGAN LIMITED

RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

DEFINITIONS

By definition, an *Employment Relationship Problem* includes a personal grievance, a dispute, or any other problem relating to your employment with the Employer. It does not include a problem relating to the negotiation of new terms and conditions of employment.

A *Dispute* means a disagreement about the interpretation, application or operation of an employment agreement.

A *Personal Grievance* means a claim made by you against the Employer that you have been either:

- disadvantaged in your employment by an unjustifiable action of the Employer;
- unjustifiably dismissed;
- discriminated against in your employment;
- sexually or racially harassed in your employment;
- subjected to duress due to your membership or non-membership of an employee organisation or union.

RAISING AN EMPLOYMENT RELATIONSHIP PROBLEM

Where you consider you have an employment relationship problem, you should endeavour to resolve the matter by discussing it with the Employer at the earliest opportunity.

If the matter is not resolved, you should make a written complaint to the Employer. The Employer too will endeavour to resolve the matter.

In the event that the problem remains unresolved, or where you feel it is inappropriate to raise the problem directly with the Employer because of the sensitive nature of the problem, you should contact the Mediation Service of the *Department of Labour* on

0800 800 863. The *Department of Labour* will provide a mediator to give you confidential advice and assistance.

If you wish to raise a personal grievance, you must do so within 90 days of the date that the alleged grievance occurred or came to your attention, whichever is the later. The grievance is considered raised once you have informed the Employer that you have a personal grievance you want addressed. The Employer may agree to your raising the matter outside the 90-day period. Where the Employer does not agree to your raising the matter outside the 90-day period, you can apply to the *Employment Relations Authority* for permission to do so.

Choice of Procedures

In matters involving harassment or discrimination, you have the option of making a complaint under the Human Rights Act 1993 or using the processes under the Employment Relations Act 2000. You should seek independent advice regarding your options. Such advice may be obtained from either the *Mediation Service* or the *Human Rights Commission*.

Statement of Reasons for Dismissal

You may request written reasons for your dismissal from the Employer where you consider your dismissal to be unjustified. This request for reasons must be made within 60 days of you being dismissed or you becoming aware that you have been dismissed. The Employer is required to provide you with a written statement setting out the reasons for your dismissal within 14 days of receiving your request.

If the problem remains unresolved, it may be referred to a mediator for mediation. If mediation is unsuccessful, you may refer the matter to the *Employment Relations Authority* for a decision. A party dissatisfied with the decision of the *Employment Relations Authority* may seek a hearing of the matter in the *Employment Court*.

Remedies for a Personal Grievance

Under the Employment Relations Act 2000, reinstatement is the primary remedy, if you seek it. The *Employment Relations Authority* may also order interim reinstatement pending a full hearing. Remedies that may be awarded for a successful personal grievance claim are:

- Reinstatement to your former position or a position no less advantageous;
- Reimbursement to you of lost remuneration (limited usually to three months);
- Payment of compensation for humiliation, loss of dignity and injury to feelings or compensation for loss of any benefit;
- Special recommendations in the case of sexual or racial harassment.