



 **Environment  
Canterbury**  
Regional Council  
*Kaunihera Taiao ki Waitaha*

**Catchment Supervisors and  
Engineers  
Collective Agreement**



**Amalgamated Workers Union  
New Zealand Southern  
Incorporated**

**Super Benefits from a Super Union**

**1 January 2017 – 31 December 2017**

# UNION OFFICE DIRECTORY

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## UNIONS MEDICAL INSURANCE SERVICES

NAMELY TRAUMA MEDICAL FINANCE

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CLAUSE NO.	TITLE	PAGE
1.	COVERAGE CLAUSE .....	1
2.	DEFINITIONS .....	1
3.	HOURS OF WORK.....	1
4.	OVERTIME .....	2
5.	REMUNERATION.....	3
6.	SPECIAL PAYMENTS .....	3
7.	STATUTORY HOLIDAYS .....	3
8.	ANNUAL HOLIDAYS .....	3
9.	SICK LEAVE.....	3
10.	BEREAVEMENT LEAVE.....	4
11.	PAYMENT OF SALARY.....	4
12.	TERMINATION OF ENGAGEMENT .....	4
13.	SUSPENSION .....	4
14.	TOOLS AND PROTECTIVE CLOTHING .....	5
15.	COUNTRY WORK.....	5
16.	REDUNDANCY.....	5
17.	CONTINUITY.....	7
18.	HEALTH AND SAFETY .....	7
19.	ACCOMMODATION .....	7
20.	ACCIDENTS .....	7
21.	VARIATION .....	7
22.	RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS .....	7
23.	MEDICAL ASSESSMENT & TERMINATION FOR INCAPACITY .....	9
24.	UNION MATTERS .....	9
25.	CODE OF CONDUCT.....	9
26.	TERM OF AGREEMENT .....	9
27.	THOSE PARTY TO THIS COLLECTIVE ON 1 JULY 2014.....	10



## 1. COVERAGE CLAUSE

### APPLICATION OF AGREEMENT

1.1 The parties to this Agreement are the –

- (a) Employer: Chief Executive of the Canterbury Regional Council ("Environment Canterbury" is the promotional name of the "Canterbury Regional Council".)
- (b) Union party: Amalgamated Workers Union New Zealand Southern (Inc)

1.2 This Collective Agreement shall apply to all Area Supervisors, Overseers or Area Engineers, Works Supervisors and Engineering Officers who are members of the Amalgamated Workers Union New Zealand Southern (Inc) working within the Catchment Works area within Environment Canterbury (The employee).

1.3 Notwithstanding any provisions of this Agreement, the minimum conditions of the following statutes and policies shall apply:

Equal Pay Act 1987  
Holidays Act 2003 and its amendments  
Minimum Wage Act 1983  
Parental Leave and Employment Protection Act 1987  
Employment Relations Act 2000 and Amendments  
Health and Safety at Work Act 2015  
Environment Canterbury Personnel Policies

1.4 The Employee is bound by the Environment Canterbury Corporate Policies and Code of Conduct which are available on the organisational intranet. These policies may change from time to time. However, any changes to existing policies or proposed new policies will be discussed with staff prior to implementation.

The Code of Conduct sets out standard of integrity and conduct appropriate to all employees at all times.

## 2. DEFINITIONS

- 2.1 "*The Council*" means the Chief Executive Officer of Environment Canterbury, or Environment Canterbury as appropriate.
- 2.2 "*Employee Representative*" or "*Union*" means The Amalgamated Workers Union New Zealand Southern (Inc).

## 3. HOURS OF WORK

3.1 Except as specifically provided for elsewhere in this Agreement 40 hours shall constitute an ordinary week and 8 hours an ordinary day. Time worked beyond the designated hours of work 6am – 6pm Monday – Friday shall be by mutual agreement between the employer and employee.

3.2 Any of the provisions as to clock hours or days of work may be varied in respect of any particular class of work by mutual arrangement between the employer and the employee.



- 3.3 Employees shall not be required to work longer than five hours without an interval for a meal.
- 3.4 An interval of ten minutes for tea breaks shall be allowed each morning and afternoon without loss of pay.
- 3.5 Employees shall take time in lieu within 12 weeks of earning it. If the Regional Engineer precludes the taking of time in lieu within the 12 week period it shall be paid out at the discretion of the Regional Engineer on an hour for hour basis.

#### 4. OVERTIME

- 4.1 Approved time worked in excess of 40 hours per pay week or 8 hours per day, Monday to Friday shall be deemed overtime. Paid overtime is available where the annual total remuneration does not exceed \$66,830.79. For those whose annual total remuneration exceeds \$66,830.79 only time in lieu is available (see clause 3.5).

Except as provided in 4.3 and 4.4 below overtime will be paid at ordinary time rates.

- 4.2 When overtime and additional hours of work are available, reasonable notice shall be given to the employee, and wherever possible the period of notice shall not be less than eight hours.
- 4.3 Any of the provisions as to clock hours or days of work may be varied to meet the contract or seasonal requirements of any particular class of work by mutual arrangement between the employer and employee.

Such hours worked between Monday and Friday shall be paid at ordinary time rate, such time worked on Saturday or Sunday should be paid at one and a half times the ordinary time rate.

- 4.4 Overtime worked between the hours of 6pm and 6am for the purposes of:

- (a) Flood patrol
- (b) Emergency flood repair works during a flood event
- (c) Fire fighting

Shall be paid at the ordinary time rate on Monday to Friday and on Saturday and Sunday at one and half times ordinary time or time in lieu where requested by the employee. Such call outs shall be paid a minimum of three hours.

- 4.5 No worker shall have their paid hours per week reduced by the allocation to shifts made during an emergency.
- 4.6 (i) All time spent firefighting (excluding training) shall be paid at ordinary time and attract an allowance of \$10.42 per hour.  
(ii) Once per event a \$5.22 allowance will be paid for cleaning of clothes worn firefighting.



## 5. REMUNERATION

The following applies to those members of AWUNZ and covered by this Collective Agreement on **1 January 2017** as listed in Schedule A.

### **AREA SUPERVISORS, OVERSEERS, AREA ENGINEERS, WORKS SUPERVISORS AND ENGINEERING OFFICERS**

All existing paid rates will move by **0.5%** from **1 January 2017 to 31 December 2017**.

## 6. SPECIAL PAYMENTS

The Special Payment for lake openings of Te Waihora/Lake Ellesmere shall be the subject of a separate Memorandum of Understanding between Environment Canterbury, the individual(s) concerned and the Union.

## 7. STATUTORY HOLIDAYS

7.1 The provisions of the Holidays Act 2003 and its amendments shall apply.

7.2 An employee who works on any of the statutory holidays as defined in the Holidays Act 2003 shall be paid at ordinary time for the time worked (minimum 3 hours) in addition to the payment for the day and an alternative day in lieu of the holiday shall be granted

## 8. ANNUAL HOLIDAYS

8.1 The provisions of the Holidays Act 2003 and its amendments shall apply. If the minimum provisions of this Act shall change during the term of this agreement, such changes shall be incorporated into this document at the time the legislation becomes effective.

8.2.1 Those employees commencing from 1 December 2005 shall receive 4 weeks per annum annual leave entitlement.

8.2.2 Those employed prior to 1 December 2005 shall receive 23 days annual leave per annum until the completion of their sixth year of continuous service.

8.2.3 Those employees who have completed six years of service shall, from 1 December 2007 or from the commencement of the seventh year accrue leave at the rate of 5 weeks per annum.

8.2.4 Annual leave shall be taken in accordance with the Council's Leave Policy.

8.2.5 Any work authorised on annual leave shall be paid at ordinary time for a minimum of three hours in addition to the payment for the day and another day in lieu of the holiday. For work outside normal working hours see clause 4.4.

## 9. SICK LEAVE



- 9.1 Each employee shall be entitled to five working days sick leave on full pay for each completed six months of service. Service shall be continuous with the Council and the sick leave entitlement shall be cumulative. Sick leave shall be administered in accordance with the Leave Policy. These provisions incorporate the minimum requirements of the Holidays Act 2003.
- 9.2 An employee who suffers an injury for which a payment is received from the Accident Compensation Corporation shall be entitled to a reimbursement from the Council in accordance with the Leave Policy.

## **10. BEREAVEMENT LEAVE**

Each employee shall after completion of six months service be entitled to bereavement leave on full pay.

Bereavement leave is subject to the following conditions.

- (i) Where the employee has bereavement because of the death of a parent, spouse's parent, spouse, child, brother or sister, brother or sister-in-law, son or daughter-in-law, grandchild or grandparent, bereavement leave of three working days will be granted.
- (ii) One day of paid bereavement leave may be granted if the employee has bereavement because of the death of anyone else who the Chief Executive accepts the employee had a close association with and/or had significant responsibility for funeral arrangements and/or any cultural responsibilities in relation to the death.

Bereavement leave shall be administered in accordance with the Leave Policy. These provisions incorporate the minimum provisions of the Holidays Act 2003.

## **11. PAYMENT OF SALARY**

- 11.1 All salaries shall be paid by direct credit through the employee's nominated bank account.
- 11.2 Each employee shall be supplied with a statement giving sufficient information to allow them to properly check their salary.
- 11.3 Where an employee complies with the notice requirement within this Agreement relating to termination of employment with his employer, or is dismissed, the employer shall pay all monies owing to that employee when that employee ceases duties.

Where an employee does not comply with the notice of termination of employment requirement of this Agreement, the employer shall pay all monies owing to that employee as soon as practicable after the employer has been notified that the employee has ceased or intends to cease employment, but in any event not later than two working days after the employment has terminated.

## **12. TERMINATION OF ENGAGEMENT**



Except in the case of casual or fixed term employees, notice of termination of employment of one month (or, by mutual agreement, one month's salary may be paid in lieu of notice) shall be given by either party or some other period which is mutually agreed. This does not apply in the case of summary dismissal for serious conduct.

An employee who is absent from work for five consecutive days without notifying the Council or without good cause will be deemed to have self-terminated without notice.

### **13. SUSPENSION**

Environment Canterbury, after discussing the matter of suspension with the employee, may suspend the employee on pay:

- (i) While investigating an allegation of misconduct by the employee, or any other breach of this Agreement; or
- (ii) Where, because of a condition, illness or injury, Environment Canterbury believes that the employee may constitute a hazard or be likely to cause harm to the employee or to others.

### **14. TOOLS AND PROTECTIVE CLOTHING**

- 14.1 All tools shall be supplied and kept in proper order by the employer. Workers will be responsible to ensure that all tools used are treated with proper care.
- 14.2 The Council will provide uniforms, protective clothing, and safety and other work related equipment in accordance with the relevant policy
- 14.3 The Council will reimburse all reasonable out of pocket expenses incurred in the course of employees duties. Such expenses are subject to approval by the appropriate Manager/Director. Reimbursement of an overnight stay shall be in accordance with the Travelling on Council Business Policy.
- 14.5 Employees shall return all Environment Canterbury property immediately on termination, including access cards, clothing, equipment and files.

### **15. COUNTRY WORK**

Employees when required in connection with their employment to be absent from their home town overnight shall be provided with suitable accommodation and, in addition, shall be paid the sum of \$10.55 per night as a reimbursing allowance for incidental expenses in accordance with the Travelling on Council Business Policy.

Where suitable accommodation is not available, reimbursement for camping shall be in accordance with the Travelling on Council Business Policy.

### **16. REDUNDANCY**

The Employer shall consult with affected employees and their authorised representatives concerning any pending redundancy situation prior to issuing notice of termination.

Affected workers will be given a minimum of four weeks notice of termination of their employment or the employer shall pay four weeks pay in lieu of notice.

- (a) All employees having their employment with the Council terminated as a result of redundancy will be issued a certificate of service to that effect. Personal references must be arranged on an individual basis.





- (b) All redundancy compensation will be calculated at the date of termination.
- (c) Compensation payments shall be calculated on the basis of the employees' average gross weekly earnings for the 12 month period prior to termination or since commencement of employment if less than 12 months or at the ordinary time rates applicable at the date of termination whichever is the greater.

#### **16.1 COMPENSATION PAYMENT SCHEDULE**

Redundancy compensation shall be calculated on the following basis:

Where employment of any employee is terminated because the employee's position is surplus to requirements, the Council shall pay to that employee as compensation for loss of office six weeks of their ordinary pay plus a further two weeks ordinary pay for each completed year of service, or part thereof, after the first completed year, up to a maximum of 23 years of service.

- 16.2** Redundancy does not include the circumstance whereby the employee is offered alternative employment by either the Council or any associated body or company; provided such employment is substantially similar in work content and skills, and further provided there is no significant reason for the employee to reject such employment.

#### **16.3 EMPLOYEE PROTECTION**

16.3.1 In any case of restructuring, as defined in the Employment Relations Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or contracted out to another person, the employer will notify the affected employee that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information.

16.3.2 In the course of negotiating a sale and purchase agreement or a contract for services the employer will:

- (a) endeavour to obtain employment of the affected employee (if practicable) with the new employer; and
- (b) endeavour to obtain employment that is substantially similar in work content and skills.

16.3.3 The employer will subsequently advise the affected employee as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.

16.3.4 Where employment opportunities exist the employer will advise the affected employee of his/her right to accept or decline to transfer to the new employer.

16.3.5 If the affected employee chooses to transfer to the new employer to employment that is substantially similar in work content and skills, he/she will not be deemed to be redundant for the purposes of clause 7.3 of the individual employment agreement.

16.3.6 If the affected employee chooses not to transfer to the new employer to employment that is substantially similar in work content and skills (provided there is no significant reason for the employee to reject such



employment), then in accordance with clause 7.3.3 of the individual employment agreement, no redundancy compensation is payable and the notice provisions in clause 7.1 of the individual employment agreement will apply.

16.3.7 If there are no employment opportunities with the new employer, he/she will be deemed to be redundant and clause 7.3 of the individual employment agreement will apply.

16.4 All fixed term positions that are covered by the coverage clause of the Collective and who could join the Collective will, from 1<sup>st</sup> July 2014 onwards, not be eligible for redundancy compensation.

## **17. CONTINUITY**

For the purposes of this Agreement, continuity of current continuous service shall not be deemed to be broken where the employee is transferred within the Council provided that the employee is offered the same or similar employment, and in these circumstances the employee shall not be deemed redundant.

## **18. HEALTH AND SAFETY**

The provisions of the Health and Safety at Work Act 2015 shall apply and be displayed on appropriate notice boards and intranet.

## **19. ACCOMMODATION**

19.1 At all depots the employer shall provide accommodation facilities to the satisfaction of the appropriate authority for employees to wash, change and dry their clothes and have their meals, and means for providing boiling water for washing and for meal times and refreshment respite.

19.2 No tools or equipment, etc., shall be stored in the accommodation provided, which shall be kept clean by the employer.

## **20. ACCIDENTS**

A first aid emergency kit shall be kept by the employer in a convenient and accessible place in every place where Worksafe New Zealand shall deem necessary. A first aid emergency kit, approved by Worksafe New Zealand shall be attached to each vehicle.

## **21. VARIATION**

Any or all of the provisions of this agreement may be varied by agreement between the parties and 75% of the employees affected. Any such variation will be committed to writing and signed by the parties and employees affected. It is the intention of the parties to this agreement that the union party will not veto a variation agreed to by 75% of the affected employees.

## **22. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

### **22.1 DEFINITIONS**



- (i) Employment Relationship Problem includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.
- (ii) Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.
- (iii) Dispute means a dispute about the interpretation, application or operation of an employment agreement.

## **22.2 RAISING A PERSONAL GRIEVANCE OR OTHER PROBLEM**

- (i) If the employee considers he/she has a personal grievance the employee must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.
- (ii) The employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.
- (iii) For any other employment relationship problem, the employee should advise the employer of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

## **22.3 PROCEDURE – ALL EMPLOYMENT RELATIONSHIP PROBLEMS (INCLUDING PERSONAL GRIEVANCE)**

- (i) If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Ministry of Business, Innovation and Employment who may provide mediation services.
- (ii) If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

## **23. MEDICAL ASSESSMENT AND TERMINATION FOR INCAPACITY**

Environment Canterbury may require a medical examination by a practitioner nominated by Environment Canterbury where:

- (i) The employee has been absent from work due to a condition, illness or injury, for the purpose of considering whether the employee is medically fit to return to work or able to properly perform the role; or
- (ii) At any other time Environment Canterbury has good reason to believe the employees physical and/or mental condition may prevent the employee from safely or properly performing the role.
- (iii) The employee agrees that the nominated practitioner responsible for the examination is authorised by the employee to provide the relevant result to Environment Canterbury of any such medical examination.



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- (iv) Environment Canterbury shall meet the costs of the medical examination.
  - (v) In the event of a refusal to attend an examination, Environment Canterbury will be entitled to make a decision in relation to the incapacity and its effects on the employment based on the information Environment Canterbury has available to it.
  - (vi) If, having considered the medical evidence, Environment Canterbury considers that, the employee is not capable of the proper ongoing performance of the position's duties; it may terminate the employee's employment by giving notice as provided in this agreement.

## 24. UNION MATTERS

- 24.1 The Council shall upon request by an employee deduct all employee union subscriptions, fortnightly from the salary of that employee and shall remit same to the Union at monthly intervals. The Council accepts no responsibility for any errors or omissions that might occur.
- 24.2 The Union shall, with the consent of the Council (such consent not to be unreasonably withheld), be entitled to enter the office or works at any reasonable times at the request of any employee who is a member of the Union party to this Agreement, but not so as to interfere with the Council's business.
- 24.3 The Union may hold up to two meetings per year of employees employed under this agreement. Any such meetings are to be held on days and times to be mutually agreed upon between the Union and the Council. Provided further that the Union shall give at least two weeks notice of its intention to hold such a meeting. Such meetings shall be restricted to employees employed under this Agreement and payment for up two hours attendance shall be made by the Council on production of satisfactory evidence of attendance. Any travel time will be at the employee's expense.
- 24.4 One delegate elected by the staff will be recognised by the employer and will be allowed up to 20 hours per year to deal with employment agreement related issues and including Union Education Leave.

**Note: The provisions of this clause are to be read in conjunction with, and are not in addition to, the provisions of the Employment Relations Act 2000.**

## 25. CODE OF CONDUCT

Environment Canterbury is committed to facilitating sustainable development in the Canterbury Region. To enable us to carry out this work, all employees are expected to act with a spirit of service excellence and meet the high standards of conduct as outlined in the Code of Conduct.

## 26. TERM OF AGREEMENT

This Agreement shall come into force at the beginning of the pay period commencing on **1<sup>st</sup> January 2017 and shall continue for a period of 12 months until 31st December 2017.**



For and on behalf of:  
The Chief Executive of the  
Canterbury Regional Council

*Bill Eddy*

Date:.....

For and on behalf of:  
The Amalgamated Workers Union  
New Zealand Southern (Inc)

*Lindsay Chappell*  
Lindsay Chappell  
Assistant Secretary

Date: *14/6/17*.....

**27. THOSE PARTY TO THIS COLLECTIVE ON 1 JANUARY 2017**

**Schedule A**

**Andre Claydon  
Barry Coochey  
Paul Eddy  
Hilary Fraser  
Mike Hyett  
Brian McIndoe  
Graeme McPhail**



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## Memorandum

Employees covered by this agreement at the date of its signing will have one additional day's annual leave credited to them. This is a 'one-off' entitlement relevant only to the 2017 Collective Agreement and must be taken before 31 December 2017.



Website: [www.tmfz.co.nz](http://www.tmfz.co.nz)



Reliable



Efficient



Friendly

## WHAT IS TMFNZ?

TMFNZ has been in existence for more than 16 years and was established by AWUNZ Southern Inc to provide members and like minded people real Group Value in respect of Medical Insurance, Basic Trauma Cover, Life and Accident Insurance. **TMFNZ is Trauma Medical Financial assistance** and is a wholly owned subsidiary of AWUNZ Southern Inc.

TMFNZ was established in response to members being ill advised on the best and most practical coverage to meet their own and family needs with simple easily understood insurance policies. TMFNZ provides the members with real group benefits and easily understood and practical policies.

Today over 4000 members have various policies covering their needs. After 14 years of helping, we needed to respond to changing needs of members. We have helped many hundreds of members annually with major surgery, trauma payouts, and basic surgery for member's children.

TMFNZNZ offers real, practical total cover that allows choice and mix of cover, all designed to help you.

**TMFNZ HAS HELPED FOR 16 YEARS. WE HAVE EXPANDED THE COVER TO HELP YOU HELP YOURSELF WITH BETTER MORE PRACTICAL COVER. TMFNZ NOW PROVIDES 5 EASILY UNDERSTOOD POLICIES THAT ALLOW YOU TO MIX AND MATCH ACCORDING TO YOUR BUDGET AND PERCEIVED NEED AND CAN BE ARRANGED TO MEET A FIGURE YOU ARE COMFORTABLE WITH, THE CHOICE IS YOURS.**

- **HEALTH INSURANCE GROUP** – private health insurance to pay for the cost of major surgical and non-surgical procedures.
- **LIFE INSURANCE GROUP** – lump sum payable on death of the insured. It is essential for those with family or a home loan, which could be placed in jeopardy in the event of death.
- **DISABILITY INSURANCE** – lump sum payable on the total permanent disablement of the insured. It provides financial peace of mind in the event of disablement through accident or illness.
- **DISABILITY INCOME INSURANCE** – monthly benefit payable if the insured is unable to work due to accident or illness. It is essential for anyone with a partner or family dependant on the insured's income for the maintenance of their family's weekly needs.
- **TRAUMA INSURANCE** – lump sum payment in the event of the insured suffering a critical condition such as cancer, heart attack. Trauma Insurance provides funds when you need it to consider your options and adjust your plans for the future.

**For more information contact Paul Richardson on 021 548 857 or  
Toll Free 0508 112 211 #1 CHCH or email: [paul@tmfnz.co.nz](mailto:paul@tmfnz.co.nz)**

