

AMI INSURANCE LIMITED

ASSESSORS

COLLECTIVE EMPLOYMENT AGREEMENT

1 MAY 2005 – 30 APRIL 2007

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AMI INSURANCE LIMITED

COLLECTIVE EMPLOYMENT AGREEMENT ASSESSORS

PART ONE: APPLICATION AND OPERATION OF AGREEMENT

1.0 Preamble

This agreement is made pursuant to Part 5 of the Employment Relations Act 2000.

1.1 Parties

The parties to this agreement are:

- AMI Insurance Limited hereafter referred to as “AMI” or “the Company”
- Finsec hereinafter referred to as “the Union”

1.2 Term of Agreement

This Agreement shall commence on 1 May 2005 and will continue in force until its expiry on 30 April 2007. On expiry, the term of the next Agreement shall by default be for one year.

1.3 Company Policy

1.3.1 AMI may, from time to time make policy decisions concerning employment issues which are not expressly provided for in this Agreement.

1.3.2 Each employee shall comply with Company policies so determined.

1.3.3 Company policy determined in such manner may be varied at the sole discretion of the Company. All employees will receive advice of such changes.

1.4 Confidentiality

An employee shall not at any time during his/her employment or after it has terminated, use, discuss or disclose to any person not authorised to receive it, confidential information relating to the Company’s suppliers, Company policy, Company manuals, processes, software, management information systems, materials, costs or secrets relating to any of the business or affairs of AMI.

1.5 Intellectual Property

AMI shall have sole and absolute right to any intellectual property, copyright, patentable proprietary material or otherwise which may be developed or produced by an employee or employees during the course of, or arising out of, employment with AMI.

1.6 Conflict of Interest

No employee will enter into any other agreement of employment or relationship or activity which could bring the employee into conflict with her/his obligations under this agreement or adversely affect the employees duty of fidelity to AMI. Any breach of this clause will be treated as serious misconduct and may result in summary dismissal.

1.7 Disputes

Part 9 and Part 10 of the Employment Relations Act shall apply in the resolution of any employment relationship problems or disputes about the interpretation, application or operation of this Collective Agreement.

1.8 Personal Grievances

The procedure for the resolution of a personal grievance is attached to this Agreement as Schedule A.

1.9 Continuity

For the purpose of service related benefits, service with AMI shall not be deemed to be broken, either by reason of the sale or transfer of the business to a new employer who continues to employ the employee, or where AMI transfers the employee to an associated or subsidiary organisation operating as a legal entity.

PART TWO: COVERAGE, JOB CLASSIFICATIONS, REMUNERATION AND HOURS OF WORK

2.0 Coverage

2.01 This Agreement applies to persons employed by AMI carrying out the work performed by Assessors.

2.02 Specific exclusions

- a) This agreement shall not apply to any Assessor engaged in a managerial position.

2.1 Remuneration

2.1.1 Assessors

The salary range for Motor Assessors employed under this Agreement shall be:

Effective 1 May 2005 - \$45,995 to \$55,200 per annum.

Effective 1 May 2006 - \$47,605 to \$57,270 per annum.

Note: New Motor Assessors shall be employed on a salary within this range as determined by the Company having regard for the Assessor's experience and industry knowledge.

Fire & General Assessors

Effective 1 May 2005

The salary rate for Fire and General Assessors who are assessed at a competency level of 100% shall be \$55,200.

Effective 1 May 2006

The salary rate for Fire and General Assessors who are assessed at a competency level of 100% shall be \$57,270.

2.1.2 Relief to a Higher Position:

Where an Assessor is requested to spend ten or more consecutive working days in a position at a higher skill level, an appropriate additional payment shall be made. The appropriate level of payment shall be agreed between AMI and the employee prior to the period of relief.

2.2 Payment of Salaries

- 2.2.1 Salaries shall be paid fortnightly by direct credit to the employee's nominated account and not later than Thursday in the pay week, unless otherwise agreed between AMI and the employee.
- 2.2.2 Where a pay day falls on a public or annual holiday, payment of salaries shall be made not later than the working day immediately preceding the holiday.
- 2.2.3 Overtime shall be paid not later than the pay day for the pay period following that in which it is incurred.
- 2.2.4 Within 14 days of commencement of employment and at any subsequent change of skill block or salary, the employee shall be supplied in writing with details of their annual gross salary.
- 2.2.5 A salary advice is to be provided to each employee when there is a change to their salary payment and not less than once per year.
- 2.2.6 AMI shall be entitled to make a rateable deduction from the salary of any employee for time lost through sickness (other than as provided in clause 3.3 of this agreement) or unauthorised absence.
- 2.2.7 In the event of any overpayment of monies to any employee, AMI may recover the amount of overpayment provided the employee is given notification of:
- the intention to recover the overpayment
 - the amount to be recovered
 - full explanation of the reasons for the overpayment.

Any overpayment shall (with the employee's agreement) be deducted from the next fortnightly pay or failing such agreement repayment shall not exceed 10% of the total overpayment to be deducted from subsequent fortnightly payments of salary.

Provided further that where an employee considers the repayment schedule proposed by AMI would be too onerous because of their particular financial circumstances then the employee's proposal for repayment will be agreed by AMI.

2.3 Hours of work

- 2.3.1 The ordinary hours of work for an employee shall not exceed 37.5 hours per week to be worked on not more than five consecutive days per week Monday to Sunday inclusive and between the hours of 7:00am and 9:00pm on Monday to Friday and 8:30am and 5:00pm on Saturday and Sunday.

Unless otherwise agreed in writing with an employee, the normal start/finish times shall be 8.30am and 5:00pm respectively.

- 2.3.2 All employees shall be allowed a meal break which shall be determined by AMI after discussion with an employee and shall take into account the work requirements of AMI and the preference of the employee.

Such meal breaks shall not be less than 30 minutes nor more than 60 minutes in duration and AMI shall permit the employees, should they so desire, to have their lunches during the period provided on the premises.

- 2.3.3 An interval of 10 minutes shall be allowed each half day for each employee for the purpose of refreshment breaks without deduction from pay. Tea, coffee, milk and sugar shall be provided free of charge.

2.4 Overtime

- 2.4.1 All time worked in excess of 7.5 hours per day shall be regarded as overtime and shall be paid at the rate of time and a half provided 37.5 ordinary hours are worked in the pay week. Provided further that if an employee is absent for an approved reason (e.g. sickness) then such absence shall not affect the calculation of overtime.

- 2.4.2 Employees covered by the provision of clause 2.3.1 shall be paid overtime at the rate of time and a half for any time worked outside of the hours specified in that clause.

- 2.4.3 Only overtime which has been formally authorised by AMI shall be paid.

- 2.4.4 Employees working in excess of two hours overtime on any day of their first five working days in a week or for more than four continuous hours on a public holiday shall be paid \$9.00 meal money unless they can reasonably go home for the meal in the time allowed. This meal money shall increase to \$9.50 effective 1 May 2006.

PART THREE: LEAVE PROVISIONS

3.0 Public Holidays

- 3.0.1 Public holidays shall be allowed in accordance with the Holidays Act 2003. The recognised holidays are:

Christmas Day
Boxing Day
New Years Day
The second day of January
Waitangi Day
Good Friday
Easter Monday
Anzac Day
Queens Birthday
Labour Day
Anniversary Day in each province

In any locality where any of the above holidays are not generally observed another may be substituted by mutual agreement between AMI and the employee subject, however, to the proviso that in the place of Anniversary Day, AMI in Christchurch and Napier Districts shall observe Show Day. In Southland, AMI shall observe the same Anniversary day as Otago or a day in lieu thereof.

- 3.0.2 Employees will be paid for any public holidays that fall on a day that would have otherwise been an ordinary working day. Payment for public holidays is at an employee's relevant daily rate. For the purpose of this agreement, it is confirmed that a rostered day off is not an otherwise ordinary working day.
- 3.0.3 If an employee is required to work on any day that is observed by the Company as a public holiday in accordance with clause 3.0.1 above, then the employee shall be paid the portion of the employee's relevant daily pay that relates to the time actually worked on the day plus that amount again. The employee will also receive a further paid day's leave on their relevant daily pay to be taken at a time suitable to the Company and the Employee.

3.1 Annual Holidays

- 3.1.1. Employees shall, at the end of each year of continuous employment, become entitled to an annual holiday of 4.4 weeks. Payment for those holidays shall be in accordance with the provisions of the Holidays Act 2003.
- 3.1.2 Notwithstanding Clause 3.1.1 above, upon completion of six years' continuous employment, an employee shall be entitled to an annual holiday of 5.4 weeks. Payment for those holidays shall be in accordance with the provisions of the Holidays Act 2003.

3.1.3 Annual leave may only be taken with the approval of the Company. As far as practicable, the Company will endeavour to meet the wishes of an employee.

3.1.4 Nothing in this clause shall operate as to reduce the current annual leave entitlement of anyone covered by this Agreement.

3.2 Long Service Leave

3.2.1 Employees shall be entitled to long service leave as follows:

- (a) two weeks after the completion of 15 years and before the completion of 20 years continuous service with AMI.
- (b) three weeks after the completion of 20 years and before the completion of 30 years continuous service with AMI.
- (c) Four weeks after the completion of 30 years and before the completion of 40 years continuous service with AMI.
- (d) six weeks after the completion of 40 years continuous service with AMI.

3.2.2 Long service leave provided for in 3.2.1 shall be at ordinary weekly pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such times as may be agreed between AMI and the employee.

3.2.3 If an employee having become entitled to long service leave leaves his/her employment before such holiday is taken, the employee shall be paid in lieu thereof.

3.2.4 Exclusion: Nothing in this clause (clause 3.2) shall apply to Assessors covered by this agreement who commence their employment with AMI on or after 23 July 1999.

3.3 Sick Leave

3.3.1 Up to 10 working days per annum shall be granted as sick leave on full pay. Medical evidence of incapacity may be required by AMI for absences of 3 consecutive calendar days or more, but where more than 5 days has already been taken in any year, the Company may request a medical certificate for any absences of 1 day or more. Appointments such as doctors, specialists and dentists visits should be scheduled out of work hours wherever possible. When this is not possible, the employee must provide notice of their absence as early as possible beforehand. Employees may have their sick leave balanced debited accordingly, or make up the time on an hour for hour basis by agreement with their Manager, which will not be unreasonably withheld.

- 3.3.2 Unused sick leave shall accumulate up to 55 working days. Thereafter, up to 3 days unused sick leave may accumulate per year to provide a maximum total of 90 days.
- 3.3.3 Unused sick leave shall not be paid out to an employee upon termination of employment.
- 3.3.4 Note: with respect to incapacity resulting from a work injury as defined in the Accident Rehabilitation and Compensation Insurance Act, the first week of incapacity shall be paid in full by AMI and shall not be regarded as part of the sick leave entitlement.
- 3.3.5 Notwithstanding any requirement for an employee to provide AMI with a medical certificate as evidence of the reason for incapacity, AMI may require an employee to provide a medical certificate that includes a prognosis if the period of incapacity is such that the absence is, in the Company's opinion, having a detrimental effect on its business, or if there are concerns about the employee's fitness to return to work. Further, AMI may require a second opinion, at its cost, by a mutually agreed practitioner.
- 3.3.6 Notwithstanding entitlements for permanent employees, sick leave for casual employees shall be granted only in accordance with the Holidays Act 2003 and its amendments.

3.4 Domestic Leave

- 3.4.1 Where an employee has an unused sick leave entitlement, leave on ordinary pay of up to 10 days per year shall be granted to that employee who finds it essential to stay home in the event of illness of a dependant.
- 3.4.2 Such leave will be treated as though it were due to the employee's own sickness and shall be subject to the following conditions:
 - (a) leave shall be off set against the employee's sick leave entitlement
 - (b) the employee shall ensure that notice is given to their immediate Manager on the first day of absence by or before the normal start time
 - (c) the employee shall produce medical evidence as proof of illness of the dependant if requested by the employee's Manager.

3.5 Bereavement Leave

An employee shall be entitled to up to five days absence without deduction of pay in the event of the death of his/her spouse, partner, child, parent, brother, sister, grand-parent or parent-in-law provided that:

- 3.5.1 the employee has produced satisfactory evidence of such death

- 3.5.2 the employee has given notice to AMI of her/his intention to take such leave as soon as reasonably practicable after the death of such relation.
- 3.5.3 Bereavement leave may be granted in other cases for a period as agreed with the employee's Manager in consultation with Human Resources. Additional Bereavement leave may also be granted in special circumstances where the employee is required to take substantial responsibility for funeral arrangements because of particular cultural requirements.
- 3.5.4 If the employee's Manager, in consultation with Human Resources, accepts that the employee has suffered a bereavement taking account of relevant factors such as:
- a) the closeness of the association between the employee and the deceased,
 - b) whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death,
 - c) any cultural responsibilities of the employee in relation to the death,

then the employee may take at least 1 day.

Note: the entitlements of Clauses 3.3, 3.4 and 3.5 are in replacement of and not in addition to sick leave and bereavement leave provided by the Holidays Act 2003.

3.6 Parental Leave

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

3.7 Study Leave

An employee sitting examinations approved by AMI shall be entitled to one day's paid study leave for each examination paper, to be taken during the four weeks prior to the date of the examination.

Provided that AMI shall be entitled to withdraw the right to study leave for any employee who, in consecutive years, takes study leave under this clause and does not pass the examination.

PART FOUR: GENERAL PROVISIONS

4.0 Termination of Employment

4.0.1 Four week's notice of the termination of the employment shall be given in writing by either AMI or the employee or payment made in lieu; but nothing in this clause shall prevent AMI from suspending on pay, an employee until appropriate information/investigation is gathered or completed where there has been serious misconduct alleged, or from summarily dismissing an employee for serious misconduct or for other cause justifying summary dismissal.

4.0.2 Where the employment has terminated after four weeks' notice all remuneration due shall be paid not later than 5.00pm on the day on which the notice expires.

AMI will be entitled to deduct monies owed by the employee to AMI from any final payment. In the event of any dispute as to amounts owing the matter shall be resolved in accordance with the procedures for resolving employment relationship problems.

4.0.3 Abandonment – where an employee is absent from work for more than five working days without notification to AMI, the employee shall be deemed to have terminated the employee's employment without notice, provided that:

- (i) AMI shall make reasonable efforts to contact the employee before invoking this clause, and
- (ii) Where, through unavoidable circumstances, an employee is unable to notify AMI of the employee's absence, this clause shall not apply.
- (iii) This clause shall have no effect until AMI has sent a registered letter to the employee at the employee's last known address notifying the employee that this clause has been invoked.

4.1 Private Use of Company Vehicle

4.1.1 If an Assessor is provided with the use of a Company vehicle then the Assessor will be entitled to up to 10,000km private running per year. The Assessor shall also reimburse the Company \$15 per fortnight (deductible from salary) and keep the vehicle in good clean condition at all times and ensure regular maintenance is done (at the Company's expense). Full details on the conditions relating to vehicle usage are contained in the AMI Policy and Procedures Manual.

4.2 Corporate Wardrobe

All employees who are issued with the Company's corporate wardrobe free of charge will be required to wear that clothing at work at all times, unless they are expressly excused from doing so by their Manager. Anyone reporting to work who is not wearing the corporate wardrobe and who has not obtained an exclusion will be required to change into the corporate wardrobe.

4.3 Transfers

In the case of AMI initiated transfers, AMI agrees to set down in writing the terms and conditions of transfer prior to it taking place.

4.4 Right of entry

A representative of Finsec may enter the premises of AMI for purposes related to the employment of its members or for the purposes related to Finsec's business pursuant to Section 20 and in accordance with Sections 21 and 22 of the Employment Relations Act.

4.5 Subscriptions

With the written authority of an employee, who is a party to this agreement, AMI will deduct the appropriate subscription and remit such monies to the employee's authorised representative. Provided that by three months notice in writing by AMI to the authorised representative this provision for deduction may be revoked.

4.6 Travel

Where an employee is required by AMI to travel on AMI business (other than to and from the employee's normal place of work) including any training course approved by AMI:

- (i) AMI shall reimburse all reasonable expenses incurred by the employee in travelling
- (ii) Where such travel requires the employee to stay away from home AMI shall meet all reasonable and actual expenses in relation to accommodation and meal costs.
- (iii) Where an employee is required to travel on the sixth or seventh day of their working week or on a public holiday which an employee is entitled to observe under clause 3.0.1 of this Agreement, paid leave for the equivalent time involved up to a maximum of seven and a half hours in respect of each day shall be granted.

4.7 Savings Clause

Except as provided, no employee shall have his or her salary reduced nor shall any employee have his or her annual holiday reduced by reason of the coming into force of this Agreement, so long as the employee remains in their present employment.

Provided that on the coming into force of this agreement “salary” shall be defined as the ordinary time earnings for a full time employee and shall not be less than the applicable salary set out in this Agreement.

4.8 Company Medical Care Scheme

4.8.1 Assessors who wish to join either one of the two medical care schemes administered by the Company shall (if accepted by the medical scheme provider) be eligible to join from the beginning of the fortnightly pay period following notification of acceptance by the medical insurance provider.

4.8.2 Assessors who join a Company administered medical scheme shall, upon completion of two (2) years continuous service, be eligible for a subsidy of \$300 per annum towards their contribution.

Note: Assessors at Level 5 will be entitled to the medical subsidy pursuant to sub clause 4.8.2.

4.9 Variation

This Collective Agreement may be varied by the written agreement of the parties.

When AMI or Finsec proposes a variation the written proposed variation shall be negotiated and ratified in accordance with each parties ratification process. Provided, however, that the Union’s ratification procedure shall not require more than 75% of eligible members to vote on the variation and that in any event 50% plus one of those union members who vote shall decide the matter.

PART FIVE: REDUNDANCY AND REDEPLOYMENT PROVISIONS

The parties accept that the provisions of this agreement meet the good faith obligations and continuity of employment provisions of the Employment Relations Act 2000 and amendments.

5.0 Definitions

5.0.1 “Redundancy” means a situation where an employee’s employment is terminated by AMI, the termination being attributable wholly or mainly, to the fact that the position filled by that employee is, or will become, superfluous to the needs of AMI because of the cessation of the whole or any part of AMI’s operation, or where the employee’s job function is no longer required.

An employee engaged for a fixed term of employment shall not be deemed to be redundant at the scheduled completion of that period of employment.

5.0.2 In the case of sale, transfer, merger or reconstruction of all or part of the Company, such that an employee’s employment is terminated and (s)he is offered a directly comparable position with the purchaser or any party to the sale, transfer, merger or reconstruction, AMI will be under no obligation in such circumstances to provide an employee with any form of redundancy or other compensation or give the employee any period of notice or payment in lieu of notice.

5.0.3 “One weeks salary” shall be defined as 50% of an employee’s basic fortnightly salary applicable at the time of redundancy or 1/52 of previous 12 month earnings, whichever is the greater.

5.0.4 “A directly comparable position” shall mean a position which has the same salary scale and benefits and is in the same location or at another location within reasonable commuting distance of the employee’s place of residence, and involves duties which would not be considered a change from the employee’s existing duties, significant enough as to be unreasonable in the circumstances of that employee’s skills and abilities or employment history, or the specialist nature of work for which the employee was employed.

5.1 Redeployment

An employee whose position has or will become surplus to AMI’s requirements because of the cessation of any part of AMI’s operation or where the employee’s job function is no longer required, shall be entitled to the following provisions in respect of redeployment and, where necessary, redundancy.

5.1.1 Before terminating an employee’s employment as a result of redundancy, AMI undertakes to examine all alternative job options and make every reasonable endeavour to identify and offer at least one job option.

- 5.1.2 Any such offer shall be in writing and shall include information on the location, salary scale, hours of work, principal duties of the job, allowances and benefits and details of transfer and housing loan benefits which will apply.
- 5.1.3 An employee who receives a written offer of redeployment which requires a change of residence shall be given 14 days to decide upon the offer. For any offer not involving a change of residence the period shall be 7 days.
- 5.1.4 An employee who declines an offer of a directly comparable position may have their employment terminated as a result of redundancy but will not be entitled to any of the provisions of this agreement.
- 5.1.5 As an alternative to redundancy the employer may offer the option of continued employment at what would be a lower remunerated position on the following basis:
- (i) The offer is an alternative to redundancy with the objective of allowing the employee to continue in employment.
 - (ii) The employee shall remain on the salary applicable to their previous position. Future salary adjustments shall be on the basis of the new role as and when the negotiated salary for that position equals or exceeds the individual's current salary.
- 5.1.6 Where an alternative job option is offered to an employee which is not a directly comparable position that employee shall be entitled to decline that offer without forfeiting his or her entitlement to the redundancy compensation provisions of this agreement.
- 5.1.7 An employee who accepts a job option with AMI which requires a change of residence will be entitled to the same provisions and benefits as an employee who is transferred at AMI's request.

5.2 Notice

- 5.2.1 An employee whose employment is to be terminated by way of redundancy shall receive a minimum of six weeks written notice or payment in lieu of the notice period. An employee's authorised representative shall also be notified.
- 5.2.2 Where an employee has been advised that the section or division in which they are employed will be affected by redundancy and AMI is unable to offer a comparable position and, prior to receiving formal notice of redundancy, that employee has secured alternative employment, and the operational requirements of AMI will not be unduly affected, he or she shall, with the consent of AMI which shall not be unreasonably withheld give two weeks written notice to AMI of their intention to leave and shall be entitled to the redundancy compensation provisions of this agreement.
- 5.2.3 An employee whose division or workplace is under notice of closure shall be given reasonable opportunity to attend employment interviews without loss of

pay provided AMI confirms that continued employment is unable to be offered.

5.3 Redundancy Compensation

Where an employee is made redundant the following payments will apply:

5.3.1 Eight weeks salary for the first year of service or part thereof.

5.3.2 Plus two weeks salary for each subsequent year of service or part thereof up to a maximum of 20 years service, provided that employees whose current continuous service exceeded 20 years as at 1 May 1996, shall retain their maximum entitlement to redundancy compensation calculated to that date with no further service entitlement accruing.

5.4 Unused Leave

5.4.1 Payment will be made for any outstanding annual leave and long service leave.

5.4.2 Any employee who has completed ten years service with AMI shall be paid pro rata of their next Long Service Leave entitlement.

5.5 Staff Loans

5.5.1 Concessional loans

Loans to employees declared redundant shall be repaid within six months from the final date of their notice period, and during this time the concessional interest rate shall apply.

5.6 Insurance Premiums

5.6.1 General Insurance

Discounts applying to General Insurance premiums for employees declared redundant will continue until the expiry of the current term of the policy.

5.7 Tuition and examination fees

Any employee who has paid examination and/or tuition fees and would be eligible to recover those costs from the Company will be fully reimbursed upon being declared redundant.

5.8. External counselling and advice

Those employees declared redundant will be offered outplacement and financial counselling by external consultants at the employer's expense.

5.9 Superannuation

An employee who is made redundant and is a member of the Company's Superannuation Scheme shall be entitled to receive the benefits under the appropriate Trust Deed.

5.10 Leave without pay

Where an employee on Parental leave, or other leave of absence, who has previously been advised that a position will be held open, advises AMI that (s)he wishes to return to work at the conclusion of that leave and AMI advises that a position will not be available for them due to redundancy, then the provisions of this agreement will apply.

5.11 Company Vehicle

When an Assessor has the use of a Company car and the employee is made redundant, that employee may continue to use the vehicle in accordance with AMI's rules and at the employee's expense in respect of petrol and oil for the duration of the notice period.

PART SIX: HEALTH & SAFETY

6.0 AMI acknowledges its duties with respect to the Health & Safety in Employment Act. To assist the Company in meeting these duties, each employee, who is party to this agreement, is required to familiarise themselves with the workplace safety and health requirements within the Company and, in particular, their obligations and the joint responsibilities as recorded in the Policies and Procedures Manual and our Health and Safety manual.

6.1 An employee required to operate a visual display unit as part of normal duties and for at least 50 per cent of normal working time, or who drives a vehicle on a regular basis as part of normal duties; may request and shall be entitled to have an annual eye test by a qualified optometrist or optician approved by AMI and such test will be at AMI's expense up to a maximum of \$60.00.

For the purpose of this clause "annual" shall be determined by the anniversary of the employee's start date.

6.2 Safety Footwear

Motor vehicle assessors shall be provided with one pair of appropriate Dual Density Polyurethane steel capped working shoes.

Replacement shall be upon the return to AMI of such footwear when worn out provided that no more than two pairs of shoes will be provided by the Company within a three year period.

The issuing of such footwear shall be on the express understanding and agreement that it shall be the assessor's responsibility to wear such footwear at all times when assessing vehicles and/or conducting the Company's business from a vehicle repairers' premises.

Should an assessor's employment terminate before the completion of 12 months since the date of the last issue of footwear then the assessor shall retain possession of such footwear but shall refund the Company by way of deduction from final salary one twelfth of the original cost of the last issue of footwear for each complete month by which their employment falls short of 12 months.

PART SEVEN: SIGNATORIES

Signed for and on behalf of) Signed
AMI Insurance Ltd)
)
)
) Date

Signed for and on behalf of) Signed
Finsec)
) Date

SCHEDULE A

“PLAIN LANGUAGE” EXPLANATION OF SERVICES AVAILABLE FOR THE RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- a) An “*employment relationship problem*” is any problem relating to or arising out of our employment relationship. It includes personal grievances and disputes about the interpretation, application or operation of this agreement but does not include any problems relating to or arising from fixing new terms and conditions of employment (e.g. bargaining, agreement variation).
- b) “*Personal grievance*” means any claim you have against AMI that you have (in relation to your employment) been unjustifiably dismissed; unjustifiably disadvantaged with respect to conditions of employment; discriminated against on prohibited grounds; sexually harassed; racially harassed; subjected to duress in relation to membership or non-membership of a union or employees organisation.
- c) This schedule sets out the procedure to be followed and services available to help you and AMI resolve any employment relationship problem that might arise between us during the term of this Collective Agreement.
- d) **Step 1** – The problem should be referred to your Manager in the first instance in order that the problem can be dealt with speedily and effectively.

If the problem relates to a personal grievance you should raise this with your Manager either verbally or in writing. You may wish to seek assistance from Finsec to do this.

If for some reason you do not wish to raise the problem with your manager, you (or your Finsec representative) can refer it instead to your Manager’s Manager or to the Executive Manager – Human Resources.

It is agreed that this process shall constitute “reasonable steps” for the purpose of Section 114, Employment Relations Act 2000.

(NB – A personal grievance must be raised within 90 days of the action giving rise to it or coming to your attention whichever is the later – if you fail to do so we shall not be obliged to give the matter further consideration unless you make an application to the Employment Relations Authority for leave to raise it outside of the 90-day period).

Step 2 – If the problem is not resolved to your satisfaction it may be referred by either of us:

- i) To the Mediation Service of the Department of Labour. (Contact details are given below), or
- ii) We may agree to refer the matter to Arbitration or other alternative dispute resolution providers but if we do so it will not preclude the problem from being referred to the Mediation Service or Employment Relations Authority.

(NB – To help resolve employment relationship problems that cannot be satisfactorily dealt with in discussion between you, your Finsec representative and AMI, the Department of Labour provides a variety of mediation services).

Step 3 – If settlement is not reached through mediation (or through any alternative agreed procedure), an application can be made to the Employment Relations Authority which will resolve the matter if it is satisfied that we have first attempted to resolve the problem in good faith through mediation.

e) Where a personal grievance relates to discrimination which would entitle you to make a complaint under the Human Rights Act, you may make a complaint either under the Human Rights Act or the Employment Relations Act but not both.

f) To contact the Department of Labour –

Telephone **0800 800 863**

Fax **(03) 365 0443**

Mediation Services **0800 800 863** (by referral)

Employment Relations Authority ... **0800 800 863** (by referral)

g) To contact the Human Rights Commission

Telephone..... **0800 496 877**