

Summary overview of the Collective Agreement and Memorandum of Understanding 2016-2018



Provincial Union Development Contract (PUDC)

1. Used for developing/academy rugby Players or those players called in as addition M10 Cup squad members. Target is to get into the M10 Cup squad and secure a Provincial Union Contract (PUC)
 - a) Maximum Term of 2 years
 - b) No minimum retainer
 - c) If retainer is less than \$2,500 you can terminate on four weeks notice to take up a PUC with any Province provided you give your existing PU a chance first
2. Cannot be assembled between 8.30am and 5pm during the week (unless a player chooses to do their own training within the hours). Must be working or studying. Exemptions to this must be applied for by the SR club/PU, and approved by NZRPA/NZR.
3. Assembly Fees are automatically payable during the in-season (4 weeks prior to M10 Cup start – end, total approx. 15 weeks) on following basis:
 - a) Invited to trainings with the M10 Cup Team during the in-season for up to 10 days during the in-season (max 3 per week), not available for selection during competition, a training fee of \$150/day
 - b) If you are selected to assemble with the M10 Cup Team during the in-season an assembly fee of \$1,250 / week (unless outside the hours and prior to squad naming)

Provincial Union Contract (PUC)

1. Each Provincial Union must enter at least 26 PUCs by one week before the start of the M10 Cup with Players (excluding All Blacks in Rugby Championship).
2. Used to secure Players for a M10 Cup campaign. Target is to either allow a Player to put study or work on hold for competition, and/or aspire to Super Rugby/Sevens. Available for SR selection in the draft unless they are contracted into a Super Rugby squad, secure a welfare exemption or withdraw.
3. As a rule cannot be assembled between 8.30am and 5pm during the week (unless a player chooses to do his own training within the hours) except during M10 Cup in-season. Must be working or studying otherwise.
4. Minimum PU Contract Retainer to \$21k, maximum is 55k
5. For non Super Rugby and/or Sevens Players there is an additional Premier Competition Incentive Payment (paid October/November by Province but funded by Player Payment Pool (PPP)):
 - a) PU Contract for 4 years = \$5k
 - b) PU Contract 5yrs plus = \$7.5k

NZ Rugby Interim Training Contract (ITC)

1. Used to secure around 8-12 U20 Players across the country to train the pre-season only with Super Rugby Clubs. Not available for SR match day squads.
2. Super Rugby Clubs (consultation with relevant Province) nominate Players *from within their region* for ITC. Contracted by NZR if they accept nomination (late October but may be earlier), development focus
3. Can assemble full time for up to a maximum of 10 weeks during pre-season, \$1500/week

Super Rugby Squads

1. Each Super Rugby Club (SR Club) can contract as follows:
 - a) Up to 32 Players on a New Zealand Rugby Contract (RC) by the Super Rugby Eligibility Date (late October)
 - b) 6 Players on a NZ Rugby Draft Contract (DC) as part of the Draft in the Super Rugby Selection Process (week after M10 Cup)
 - c) Replacement Players on a NZ Rugby Interim Contract (IC)
2. SR clubs are provided with a PPP allocation for their contracting budget - \$4.65m per annum from 2017
3. SR Clubs can pre-commit to DCs with players from within their region only prior to the Draft provided that the player is either on a two year DC or is on a RC in the second year. A player can terminate a DC prior to the Draft to go onto a RC provided they provide their existing SR Club an opportunity to upgrade first.

Super Rugby Retainers

1. NZ Rugby Draft Contract (DC)
 - a) Fixed Retainer of \$50k
 - b) Fully available for Selection
2. NZ Rugby Contract (RC)
 - a) Minimum Super Rugby Retainer \$75k, maximum \$195k
 - b) U20 players max \$75k year 1, 100k year 2 (DC counts as year 1)
3. NZ Rugby Interim Contract (IC)
 - a) Generally used for replacement players
 - b) Minimum Retainer \$1,800 per week
 - c) Fully available for selection
 - d) Commutes to \$50k (inclusive of payments made) if in match day travelling squad ten times

New Zealand Rugby Retainers and Assembly Fees

1. New Zealand Rugby Retainers are in addition to Super Rugby Retainers, primarily targeted towards All Blacks squad members and experienced high performing Super Rugby Players to retain them in NZ
2. NZ Rugby Assembly Fees per week:
 - a) All Blacks \$7,500 (80% for up to 12 months if injured/rested)
 - b) Maori All Blacks \$3,000
 - c) NZA or Barbarians \$2,000
 - d) Brisbane Tens \$2,500
3. Premier Competition Incentive Payment for DC and RC playing M10
 - a) NZ Rugby DC = 5K (but credit for past NZ Contract Experience)
 - b) NZ Rugby Contract year 1-2 = 5k
 - c) NZ Rugby Contract year 3-4 = 12.5k
 - d) NZ Rugby Contract year 5+ = 35k

New Zealand Rugby Sevens Contracts

1. NZRU Sevens Contract (SC) is used to contract the All Blacks Sevens squad
2. At least 12 players have to be contracted by one week after the Super Rugby Eligibility Date with at least 8 more by the end of January for a squad of at least 20 Players
3. Minimum Retainer model is as follows: Four > 90k, Eight > 70k, Twelve > 50k and Twenty > 40k
4. Legacy Fund of \$100k split between Players pro rata based on years contracted

New Zealand Rugby Union Sevens Contracts

1. Replacement or Emerging Sevens Players Retainer of \$1,250/week
2. Sevens World Series Tournament Fee of \$2k, other tournaments \$1k
3. 80% of tournaments fees guaranteed for tier 1 and 2 players if the Player was selected for the previous two squads selected prior to the injury (in the 14). Maximum of 12 months coverage.
4. A Player can terminate his SC to enter a DC or RC unless T1 or T2 and has agreed not to
5. Tier 1 (90k+) and 2 (70k+) Players have to negotiate if they are to play 15s, Tier 3 and 4 have a right to play 15s i.e. M10 Cup

New Zealand Rugby Womens Sevens Contracts (MOU)

1. A Sevens Contract (SC) is used to contract the core Black Ferns Sevens squad
2. At least 16 players have to be contracted by the end of January.
3. Minimum Retainer model is as follows: Four > 60k, Eight >55k, Twelve > 50k, Sixteen > 45k
4. Legacy Fund of \$100k split between Players pro rata based on years contracted

New Zealand Rugby Womens Sevens Contracts (MOU)

1. In addition to the core women's squad there are two tiers of training contracts available in the women's programme, Tier 1 – 15k, Tier 2 – 10k.
2. Sevens World Series Tournament Fee of \$2k, other tournaments \$1k
3. Pregnancy: notification within 12 weeks, two months further pay then leave without pay until birth, then maternity leave for 18 weeks

Savings Schemes

1. All players eligible for KiwiSaver
2. New voluntary Player Savings Scheme covering men's and women's Sevens, DC and RC players (approx. 240 players) implemented from 1st Jan 2016 as follows:
 - a) For each \$1 saved the PPP will contribute
 - \$2.5 for players with 1-4 years of NZR contracted experience, i.e. if the player saves \$5,000 pre tax then the Player Payment Pool (PPP) will contribute an additional \$12,500 pre tax for a total saved in one year of \$17,500 pre tax
 - \$3 for players with 5+ years of NZR contracted experience
 - b) 50% of benefit payable at 34, 50% at 40.
 - c) Off-shore based SR players do not qualify for contribution (other than NZ eligible players qualifying or approved pursuant to 80:40 rule)

Contract Points of Note

1. If a PU assembles a Player outside of the parameters stated it is a breach of the completion rules, for SR clubs a breach of their license
2. All Retainers are guaranteed regardless of injury, illness, selection or suspension (subject to off field misconduct provisions)
3. It is possible (but now uncommon) to be on a Draft Contract and Sevens Contract at the same time, get highest retainer plus \$5k
4. A SR club can top up a player's PUC (within region), if by \$5k or more they can then invite that Players into camp for up to 10 days
5. For each All Black selected for the Rugby Championship a payment of \$55k is made from the PPP, with the Player's PU receiving an amount equal to the Players PUC Retainer, with any excess going to the Player. If the Player plays for the PU at all a pro rata deduction on the payment to the PU is made.

Contract Points of Note

6. Early termination negotiations become a possibility after 5 years of Super Rugby
7. Only NZ eligible Players who have played 80 Super rugby games and/or 40 test matches, can look to negotiate the ability to play overseas and return for Super Rugby only.
8. A Super Rugby squad can only include (subject to certain parameters) up to three non NZ eligible Players

Salary Cap at Provincial Level

1. Payments to Players at Provincial Union / M10 Cup level under PUDC and PUC are governed by an agreed Salary Cap
2. A PU's Salary Cap is set at 36% of its audited commercial revenue or max cap of \$1.025m (2016), which ever is less. When eight PUs reach the max the max cap increases by 5% in the following year.
3. A PU's Salary Cap payments are calculated after factoring in payments to players (threshold for inclusion is \$9.5k), injury/illness, and All Black unavailability and other discounts.
4. Between them it is expected the Provinces will pay slightly in excess of \$15m per year in cash payments to Players.

Revenue Sharing and the Player Payment Pool (PPP) at Super Rugby, Sevens and International Level

1. Payments to Players at Super Rugby, Sevens and International Level are governed by a revenue sharing relationship between players and NZR. 36.56% of NZRU Player Generated Revenue is allocated to the Player Payment Pool (PPP).
2. The Player Payment Pool covers all Player Payments for NZ Rugby Contracts (7's, SR and International) and also funds for example: Medical and Life/Crisis Insurance premiums, Benevolent and Welfare Fund, Personal Development Program (PDP), Savings Schemes, NZRPA funding, Relocation and Accommodation, AB Rugby Championship Compensation, Promotional Payments
3. The Player Payment Pool is forecast to be 54.6m in 2016 and approx. 60m each year after that. In this term, a significant amount of the PPP allocation from the Lions tour is being retained for allocation across future CEA terms
4. We will operate a rolling five year rolling forecast model to help with setting budgets and planning beyond the term of the CEA.

Personal Development Program (PDP)

1. The PDP is focused on providing Players with access to personal development support and opportunities in the key areas of:
 - a) Career, education and work
 - b) Finance and asset protection
 - c) Professional Rugby obligations
 - d) Character Development
2. This support is provided through Personal Development Managers (PDMs). Each Franchise has a full time PDM, each Province has a part time PDM, we also have a PDM for Sevens Players, and a PDM for transitioning, overseas and retired Players.
3. PDMs are accountable to the individual Player they are working with, they are not involved in selection, coaching or administration. PDMs are there to be a trusted resource for the Players to help them develop in the above areas. ½ day per week allocated within schedules (additional to day off).
4. The PPP funds the PDP \$1.45m per year (2016: 1.2m).

Insurances

1. All Players at Super Rugby (RC, DC), Sevens (SC) or M10 Cup (PUC) (not ITC, IC, PUDC) are provided with:
 - a) Medical insurance
 - b) Life insurance (2016 \$200k, 2017 onwards \$500k)
 - c) Trauma insurance (200k)
2. The premiums for this are funded out of the PPP
3. There are special entitlements for players and their families through these policies

Benevolent and Welfare Fund

1. A Fund that is there to provide payments to Players who are no longer able to play competitive rugby due to sickness, injury, accident or death (i.e. career ending) or who are suffering Hardship. Hardship means unforeseen or unfortunate circumstances that results in hardship.

2. Decisions on payments for career ending are determined by the NZRPA Board.

Contract status	26 years of age & under	27- 30 years of age (80% of maximum payment)	31-33 years of age (60% of maximum payment)	34 years of age and over
Employed on a NZ Rugby Contract	200 000	160 000	120 000	nil
Employed on a NZ Rugby Sevens Contract (Men) or NZ Rugby Draft Contract	100 000	80 000	60 000	nil
Employed on a Provincial Union Contract or NZ Rugby Sevens Contract (Women)	30 000	24 000	18 000	nil

Benevolent and Welfare Fund

3. Decisions of payments for hardship are made at the absolute discretion of the NZRPA Board
4. Some key points of note:
 - a) Where a Player will receive an insurance payment under the group life and trauma cover any application for a career ending will be a Hardship application
 - b) If a long standing injury, illness or wear and tear (i.e. medical condition) it only qualifies if there is an acute injury that alters the medical condition to the point that it now prevents the Players from playing
 - c) Neurological (i.e. concussion) matters require at least two independent neurological specialists to determine the Player should not be allowed to play
5. We make on average an \$800k contribution to the Fund from the PPP per year

Property (Image) Rights

1. NZRU / Super Rugby clubs and PUs can only use or allow a sponsor or broadcaster to use Player Property if:
 - a) It is combined with their names, logos and uniforms; and
 - b) The use clearly identifies each Player as a member of that team by using players in groups of three or more
 - c) NZRPA have been notified and consulted with in respect of the use
2. There are some exceptions to the above but these are dealt with by the notification and consultation obligation or by agreement between the Player and NZR/SR Club or Province

Promotional Activities

1. Examples of Promotional Activities include photographic or filming session, sponsor visits, functions, charitable and community appearances. Commercial appearances require at least two players, non commercial can be an individual player. There are limits on number of hours players can do (50 per SR player, 30 for a PU player).
2. At SR and PU level if the activity is filmed, photographed or recorded for a sponsor or to promote a competition the Players get paid \$500 for a full day, \$250 for a half day. At NZR level an amount of \$400k will be allocated annually on a pro rata basis amongst Players based on the total promotional hours they have done
3. Must get 7 days notice. There are grounds under which a Player may excuse themselves from making an appearance. A Player can also lodge a conscientious objection (i.e. family, ethical or religious grounds)

Personal Promotions

1. A personal promotion is where a Player specifically promotes or endorses a third party's product or services:
2. Players must notify NZRU in advance. Use your Agent or contact the NZRPA to do this.
3. NZR / SR / PU can object to a Player undertaking a personal Promotion on certain grounds. If disagreement then a third party arbitrator will decide if it can happen or not.

Additional Policies & Protocols

1. There are a number of integrity related regulations and protocols covering the following:
 - a) Mental Health and Wellness (including accessing confidential mental health support), Homesickness
 - b) Respect and Inclusiveness
 - c) Agents and NZRPA Agent Charter (ie Agents we recommend)
 - d) Concussion
 - e) Supplements
 - f) Anti-doping
 - g) Illicit Drug (note new education and testing regime from 2017)
 - h) Wagering and corruption
 - i) Social Media
 - j) Player Conduct, Team Functions

Misconduct

1. On Field (citing):
 - a) NZR (incl SR Club) or Province provide representation although a Player can select their own and receive a contribution for actual and reasonable costs up to \$2k.
2. Off Field:
 - a) Certain conduct by a Player (i.e. that breaches rules and regulations) may amount to a Misconduct allegation by the NZRU, SR Club or Province. In limited circumstances a player may be suspended pending the outcome.
 - b) If following an investigation it is determined that there was misconduct the Player(s) may receive a sanction. Sanctions options include warning, suspension, fines, community activity or counselling or termination.
 - c) NZRPA to be notified if allegation is for serious misconduct

Other Points of Note

1. The Collective Agreement deals with a number of other matters including:
 - a) Loaning and transferring Players
 - b) Relocation and accommodation, travel
 - c) Player Assembly and Leave
 - d) Eligibility
 - e) Player Induction at PUDC an PUC level
 - f) Competition Structures, Terms of Participation and RWC
 - g) Merchandising and Licensing Program
 - h) Compulsory induction programme (from 2017 onwards) to be completed prior to playing