

EMPLOYMENT CONTRACT AND OBLIGATIONS

YOUR CONTRACTS

You are party to 2 types of contracts:

1. Individual Contracts

- NZ Rugby Contract (between you and NZR, together with your Team) (only for Players that are contracted to a Super Rugby Club); and/ or
- PU Contract or PUD Contract (between you and NZR, together with your Provincial Union)

NZR is your employer

Covers length of term, retainer, and any other individually negotiated clauses

2. Collective Employment Agreement

- Negotiated between NZR and the NZRPA, and covers all Super Rugby Teams and Provincial Unions

Covers all the other terms and obligations of your employment as a professional player, and many of the things that effect your environment such as competitions and eligibility

Negotiated every 3 years between NZR and NZRPA

Current CEA is for 2016-2018

- NZR shares a percentage of its revenue with players - Player Payment Pool (PPP)
 - Currently **36.56%** shared
(Spent on retainers, assembly payments and benefits)
 - Rest of our revenue used on community and professional/HP initiatives, running competitions

KEY OBLIGATIONS - NZR/ Super Rugby club/ PU

- Pay you
- Provide equipment, services, facilities to train and play
- Treat you fairly
- Meet expenses associated with travel and accommodation etc

KEY OBLIGATIONS - YOU

- Not act contrary to the best interests of the NZR, Super Rugby Clubs, Provincial Unions or rugby in general (see the Player Conduct Protocol for further information)
- Provide “Employment Services” - playing, training, rehab, media, promotional
- Wear / use team sponsors products
- Comply with all relevant rules and regulations - eg anti-corruption & betting regulations
- Undertake professional development

OTHER GAMES

- You may only play in other games of Rugby if you have prior NZR consent (eg non NZ or PU Sevens tournaments, Barbarians games)
- Consent depends on:
 - Whether required for a NZ Team at the time of the game
 - Whether playing is in best interests of the player & NZ Rugby
- Consider your fitness and medical condition, standard of emergency services provided, insurance cover, etc.

ASK BEFORE YOU PLAY!

DANGEROUS ACTIVITY

- A player may not engage in any activity outside of everyday behaviour which involves the risk of significant injury without the prior consent of NZR / Franchise / PU.
- *Example: skiing trip with your mates*
- Non compliance may equate to misconduct.



LEAVE

- Apply to Team Manager for all leave with at least 2 weeks notice.
- Refer to CEA/MOU entitlements.



COMMERCIAL

- CEA/MOU sets rules concerning the use of your image
- **General rule:** cannot use you on your own, must be associated with a team (3 or more players in a TV ad, billboard etc)
- **Personal Promotions by Players:** where player specifically endorsing or promoting goods or services in your personal capacity
 - No association with NZR / Franchise / PU
 - E.g. Richie McCaw - Versatile Homes (TV), Dan Carter & Nikon (magazine)

PERSONAL PROMOTIONS

- Submit a **notification form** with all information about the promotion (at least 5 working days before promo)
- Not to be advertised or promoted as a member of any NZR, Franchise or PU team without the consent of the NZR
- **NZR can object on certain grounds within 5 working days**
- If we object we will provide a written explanation and you must not continue with the Personal Promotion until objection is resolved.

EMPLOYEE ASSISTANCE PROGRAMME

- INSTEP Ltd
 - Contracted by NZR to support employees and their families through relationship issues, stress, grief, depression, crisis, traumatic incidents, drug and alcohol, violence, etc
- First 3 sessions are paid for by NZR
- All contact is confidential
- Contact 24 hours a day, 7 days a week
- Access by self, through PDM, NZR, NZRPA (0800 PLAYER)



0800 284 678

OTHER BENEFITS

- KiwiSaver
- Personal Development Programme
- NZRPA Benevolent and Welfare Fund
- Accredited Employer Programme
- Saving Scheme

Ask your PDM / Agent / NZRPA about these