

TERMS OF SETTLEMENT

Regional Facilities Auckland (trading as “Auckland Live”) / Etū Collective Employment Agreement

21 July 2020

This agreement sets out the full and final Terms of Settlement between Auckland Stadiums and AWUNZ.

Please note that, within this document:

- Additions to the language in the current Agreement are noted by **green** underlined text and deletions to the language are noted by **red** strikethrough text.
- Numbering refers to current Agreement numbering.
- Text in italics reflects an agreement in this Terms of Settlement that will not be included in the Agreement.

Unless specified below, any other clauses of the current Agreement shall remain without amendment (other than to any relevant clause numbering, to ensure consistency of definitions, and to correct typographical errors).

In settlement, the Parties agree to the following:

- 1. One-year term – includes Security Attendant casuals and permanent supervisors*
- 2. 3.5.i Additional subclause added to provide further clarity around RFA/Auckland Live Management & Delegate communication channels*
- 3. Higher Duties Allowance – wording to change to reflect current practice and provide clarity*
- 4. Expenses – Clause updated to bring in line with IRD rates*
- 5. C.2.h Hours of work Update to wording to provide clarity on operational expectations*
- 6. A.1 Update Rate Table to incorporate allowances and to provide clarity around allowance usage*
- 7. B Update rate table to reflect missed meal allowance and correction of clause numbering within the table*
- 8. A.2a & A.3a update wording to reflect current practice*
- 9. Schedule C -.2.e update wording to reflect fortnightly pay*
- 10. Schedule C - 5.b.i update wording to reflect how impinged breaks are paid in practice*
- 11. Following the end of negotiations in July, the Auckland Council Living Wage increased to \$22.10 and this was applied to all e Tū members paid less than \$22.10 from 1 September 2020.*
- 12. The parties have now agreed an increase of 1.3% to pay rates to be effective from 1 March 2021, and anyone who received a living wage increase on 1 September 2020 will not be eligible for a further increase. No member will receive an increase less than 1.3%.*

Pay increases will be paid as per clause 13 of the Auckland Stadiums Collective Agreement.

CURRENT CLAUSE		AGREED CHANGE
Cover	Dates	Amend dates shown for CEA <u>1 July 2020 – 30 June 2021</u>
Clause 3	Undertaking By Parties	Insert new clause: <u>3.5.i A consultative committee comprising of management and delegates shall meet quarterly during the currency of this agreement to allow discussions on employment related issues and to enhance communication between the parties. The employer shall allow the delegates to meet, on paid time (as per clause 30.2) for up to one hour per quarter in order to prepare for consultative meetings. Quarterly consultative meetings shall be scheduled, in discussion between E tū and RFA one year in advance at the beginning of each calendar year.</u>
Clause 6 (move to clause 2)	Term	The term of this document shall be from 1 July <u>2020</u> to 30 June <u>2021</u>
Clause 15.1	Higher Duties Allowance	A higher duties allowance will be paid where a permanent employee, at the request of their manager, is <u>'acting' in the role for a period of more than 5 days. For the purposes of this clause, 'acting' is defined as</u> substantially performing the duties and carrying out the responsibilities of a position or grade higher than their current role for a period of more than 5 days. Where an employee is not acting in the role, no allowance is due.
Clause 15.2	Higher Duties Allowance	Except as provided for above, the higher duties allowance payable will be <u>paid the higher of either</u> 80% of the <u>bottom of the salary band</u> of the higher position or a 10% loading based on the employee's current salary.
Clause 16	Expenses	RFA encourages employees to use fleet or pool cars for work purposes. Where an employee is required to use their own vehicle for work purposes [and this has been approved by their manager] they will be reimbursed for usage at a rate <u>in line with the IRD mileage rate per kilometre as per the travel policy.</u> of \$0.70 per kilometre.
Clause 17	Public Holidays	Where employee's hours of work / ngā haora mahi are set by roster, then Alternate days are allocated to employees who are required to work on a public holiday. Where a public holiday falls on a day when you are rostered off, you are entitled to be paid for that day, or receive a paid alternative holiday no-further entitlement is owed.
Schedule C	A.1	The hourly for Front of House roles are listed with effect from 1 September 2020 <u>rates are shown below:</u>

CURRENT CLAUSE		AGREED CHANGE																			
		<table border="1"> <thead> <tr> <th>CATEGORY</th> <th>HOURLY RATE</th> </tr> </thead> <tbody> <tr> <td>Team member</td> <td>\$<u>22.10</u> from 1 September 2020</td> </tr> <tr> <td>Supervisor</td> <td>\$<u>23.81</u> from 1 March 2021</td> </tr> <tr> <td>Senior Supervisor</td> <td>\$<u>24.82</u> from 1 March 2021</td> </tr> <tr> <td>Impingement Allowance</td> <td>\$2.00</td> </tr> <tr> <td>Long Shift Meal Allowance</td> <td>\$12.00 As stated in Clause A.3., the employee will be paid an allowance for each and every missed meal break in any one period of work.</td> </tr> <tr> <td>FOH & Café - Supervisor in Charge' allowance</td> <td>\$1.50 gross per hour</td> </tr> <tr> <td>FOH & Café Duty Manager in Charge allowance</td> <td>\$2.00 gross per hour</td> </tr> <tr> <td><u>Café Attendant Licence Holder (Duty Manager) Allowance</u></td> <td>\$3.00 gross per hour</td> </tr> </tbody> </table>	CATEGORY	HOURLY RATE	Team member	\$ <u>22.10</u> from 1 September 2020	Supervisor	\$ <u>23.81</u> from 1 March 2021	Senior Supervisor	\$ <u>24.82</u> from 1 March 2021	Impingement Allowance	\$2.00	Long Shift Meal Allowance	\$12.00 As stated in Clause A.3., the employee will be paid an allowance for each and every missed meal break in any one period of work.	FOH & Café - Supervisor in Charge' allowance	\$1.50 gross per hour	FOH & Café Duty Manager in Charge allowance	\$2.00 gross per hour	<u>Café Attendant Licence Holder (Duty Manager) Allowance</u>	\$3.00 gross per hour	
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Schedule A	A.2.a	Employees will work shifts in accordance with the roster set by RFA (after consultation with affected employees) and in accordance with the provisions of this Collective Agreement. Please note that this means that an employee may be rostered to work for up to 8 hours per day over any 7 days including weekends and public holidays.																			
Schedule A	A.3.a	Ordinary hours for each period of work may be performed at any time of the day on any day of the week. Due to the nature of RFA's business employees will be required to work rostered shifts. The shifts shall be scheduled to meet RFA's business needs.																			
Schedule B	Rate Card	The pay rates for Security roles are listed with effect from 1 September 2019 <u>2020</u>																			
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Schedule B	B.4.	<p><u>B.4. LONG SHIFT MEAL ALLOWANCE</u></p> <p><u>This clause only applies to employees who are required to work shifts. A long shift meal allowance of \$12.00 gross shall be paid to employees working on shifts in the following circumstances, unless RFA provides a suitable meal:</u></p> <p>a. <u>Where employees are required to work a shift of more than 10 hours, including at least 2 hours of overtime, provided that work continues thereafter;</u></p> <p>b. <u>After each 4 hours of continuous overtime from the time at</u></p>																			

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		<p><u>which the first meal allowance became payable, provided that work continues thereafter;</u></p> <p>c. <u>After each 4 hours of continuous overtime on a 6th or 7th day, provided that work continues thereafter.</u></p>																
Schedule C	C.2.e	A week means the period commencing at midnight Sunday/Monday 00:01 Saturday until midnight of the following Sunday Friday midnight for the week following.																
Schedule C	C.2.h.vii	<u>vii. Where an attempt has been made to contact a person in charge and evidence is available of the attempt, and there has not been a response within a reasonable time, the employee may leave as per the rest of clause C2. H.</u>																
Schedule C	C.5.b.i	In the event that RFA cannot provide an employee with a ten hour break between the conclusion of a period of work commenced on one calendar day and the commencement of the period of work on the following calendar day RFA shall pay the impinged break allowance in addition to the employees normal wage for all hours worked, over and above the hours worked in the period of work on the first day, until such time as a ten hour break is granted. No allowance will be paid for breaks between the periods of work on the same day.																
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Signatories:

Regional Facilities Auckland Limited

Date _____

Chris Brook
Chief Executive

Etū

Date _____

Signed by: