

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI
TĀMAKI MAKAURAU ROHE**

[2025] NZERA 322
3302360
3302380

BETWEEN	E TŪ INCORPORATED First Applicant
AND	FLIGHT ATTENDANTS' ASSOCIATION OF NEW ZEALAND INCORPORATED Second Applicant
AND	AIR NEW ZEALAND LIMITED Respondent

Member of Authority: Rachel Larmer

Representatives: Emily Griffin and Nina Santos, Counsel for the First Applicant
Angus Drumm, Counsel for the Second Applicant
Kevin Thompson, Counsel for the Respondent

Investigation Meeting: 10 June 2025 in Auckland

Date of Determination: 10 June 2025

CONSENT DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] The parties are in dispute regarding the interpretation of the Tour of Duty Expense Allowance (TOD) clauses in their respective collective agreements.

[2] The parties recorded the disputed issues between them (as per each respective collective agreement) as follows:

- a. Whether the parties were carrying out a review of the tour of duty (TOD) expense allowances in accordance with each applicable collective agreement?
- b. If so, did the collective agreements require “consultation and mutual agreement of the parties” at the conclusion of the review, and before implementation of any review findings?
- c. Whether the TOD expense clause provisions of each collective agreement were an ‘agreement to agree’?
- d. Does the Authority have jurisdiction to determine how the TOD expense claims should be calculated?
- e. If so, what is the correct methodology for calculating the TOD expense claims required by each collective agreement?

[3] The Authority held an in-person investigation meeting in Auckland today.

[4] During the investigation meeting today the parties advised the Authority that they had agreed to resolve this litigation, without prejudice to their rights, by addressing the disputed matters during an agreed consultation process which will be the subject of a Memorandum of Understanding (MoU), which will:

- a. Review the TOD pursuant to the applicable clauses in the respective collective agreements;
- b. Agree on a data set to be used during the TOD review;
- c. Agree on the methodology to be used for the calculation and payment of the TOD, with a view to reaching agreement on how it should be applied to the current TOD in each respective collective agreement.

[5] The parties record their intention to have a signed MoU by 31 July 2025. However, if that is not possible then they will engage an external facilitator as soon as practicable to assist to them reach agreement on the terms of the MoU on or before 29 August 2025, or another date the parties have agreed to in writing.

[6] If the terms of the MoU have still not been agreed by 31 October 2025, then the parties will ask the external facilitator to make a recommendation to them regarding the content of the MoU by 15 November 2025. Once the recommendation is received from the external facilitator, then all parties must respond to the recommendation in writing by 30 November 2025.

[7] The parties agree that the process recorded in this consent determination is separate to, and therefore sits outside of, the current collective bargaining Air New Zealand Limited is involved in with each union. This MoU process regarding the TOD is intended to be entirely separate to the current collective bargaining.

[8] E tū Incorporated will withdraw its claims against Air New Zealand Ltd in AEA 3302360.

[9] Flight Attendants' Association of New Zealand Incorporated will withdraw its claims against Air New Zealand Ltd in AEA 3302380.

[10] The parties agree that costs shall lie where they fall.

Rachel Larmer
Member of the Employment Relations Authority