
AFL Queensland
and
AFL Queensland Umpires' Association
Community Umpiring Fees &
Conditions
2015 to 2016

1 Parties to the agreement

1.1 AFL Queensland Limited (AFLQ)

1.2 AFLQ umpires, represented by:

Queensland Australian Football Umpires' Association Inc (AFLQUA/the Association);

Contents

1	Parties to the agreement	2
2	Interpretation.....	5
3	Structural Changes	5
3.1	Match payments	6
3.2	Future competitions / grades.....	6
3.3	Forfeits / match cancelations.....	6
3.4	Travel allowance	6
3.5	Travel, Accommodation and Meals	7
3.6	Payment of wages & entitlements.....	8
4	Match Day	9
4.1	Change rooms	9
4.2	Escorts	10
4.3	Trainers.....	10
5	Training.....	11
5.1	Fitness Coach.....	11
5.2	Trainers.....	11
5.3	Injury management	11
5.4	Training venue.....	11
5.5	Time.....	12
5.6	Pre-season camp	12
6	Professional development & coaching.....	12
6.1	Selection & assessment.....	12
6.2	Observations and performance feedback.....	14
7	Uniforms.....	14
7.1	Definitions – for this section only	14
7.2	2015 Standard Uniform.....	15
7.3	2016 Standard Uniform.....	15
7.4	Where uniform is not the same as previous season.....	17
7.5	New umpires	17
7.6	Miscellaneous uniform.....	17
8	Miscellaneous.....	17
8.1	Service support.....	17
8.2	GST	18
8.3	Legal requirements	18

8.4	Tribunal	19
8.5	Gambling, Bribes etc	19
8.6	Breach of clause pertaining to gambling, bribes etc.....	19
9	Grievance handling process	20
10	Ongoing management & future agreements.....	20
10.1	On-going management and Future Agreements	20
10.2	Issue resolution	21
10.3	Interaction of NEAFL Contracts & this Agreement	21
10.4	Continuation of agreement.....	21
10.5	Termination.....	21
	Match Payments for the 2015 and 2016 seasons.....	23

2 Interpretation

2.1 Definitions

In addition to any terms defined in this agreement, the following terms are defined:

Affiliates – entities which seek to play AFL and benefit from the support provided by the AFLQ and must adhere to and abide by rules and regulations as defined by the league.

AFL – Australian Football League

AFL Listed Umpire – An umpire who is either contracted to the AFL, or otherwise umpires in the AFL competition during the season

AFLQ Appeals Board – a panel of individuals established by the tribunal to reopen any hearing for the purpose of considering fresh evidence.

Appointments Panel – shall be a panel of one or more coaches that will be responsible for appointing umpires to Matches.

Community Football – all grades of football below NEAFL.

Event – includes any aspect or event in or in connection with any Match.

In-season – the period from the Monday prior to the first Home & Away Match in a competition run by AFLQ, to the day after the last Grand Final in a competition run by AFLQ.

Match – a game of Australian Football sanctioned by AFLQ, its Affiliates or played as part of the NEAFL competition.

NEAFL - North East Australian Football League

Pre-season – the period from first official training session, as notified by AFLQ (generally the second week in November) until the day prior to the commencement of the In-season period.

Public Holiday – Means a day that gazetted by the Queensland Government as a public holiday in Brisbane.

Representative Match – a match where players are selected from a number of clubs or leagues to represent a region, league or competition.

Umpire – a person appointed by AFLQ to officiate in a Match sanctioned by AFLQ or its Affiliates.

3 Structural Changes

In the event there are any significant changes to the competitions or the structure of football in Queensland in the coming years (including the NEAFL competition which impact on Community Football), AFLQ and the Association agree to negotiate in good faith to ensure that any such changes are appropriately reflected in an amendment to this agreement.

3.1 Match payments

3.1.1 Competition rankings

It is the joint belief of AFLQ and the Association that the competitions run by AFLQ can best be ranked in the following manner:

1. QAFL Seniors
2. QAFL Reserves
3. QFA Northern and Southern Conferences Seniors
4. QWAFL
5. QAFA (A) Seniors
6. Colts
7. QFA Northern and Southern Conference Reserves
8. QAFA (A) Reserves
9. QAFA B – All Divisions
10. QWAFA

3.1.2 Amount of match payments

The match payments for each discipline and grade for both the 2015 and 2016 seasons are attached in the Appendices to this agreement.

3.2 Future competitions / grades

The parties agree that in the event that a new competition under the control of AFLQ, or a competition requiring umpires from the Association to officiate, commences during the period of this agreement, the parties will negotiate in good faith to ensure umpires are paid at the appropriate rate for such competition. The pay rate shall be based on where the competition sits in the list in clause 3.1.1.

3.3 Forfeits / match cancelations

Umpires who receive incorrect notification of a match (including instances of a match forfeiture, or cancellation, or change of venue and/or time) and who turn up to umpire the game, or are not notified no later than 2 hours prior to the notified start time of the match, shall receive the Match Payment for that match.

For the avoidance of doubt it will be the responsibility of AFLQ to notify each umpire individually affected by a forfeit, cancellation or change in match time and/or location no later than 2 hours prior to the notified start time of the match. A general announcement on a forum such as the AFLQ website will not constitute notification of the change to the individual umpires.

3.4 Travel allowance

3.4.1 Umpire Travel Allowance

For home and away matches, finals and grand finals AFLQ agrees to pay each umpire appointed to a match or representative matches for travel outside of their Home Region, in addition to the normal Match Payment (the Umpire Travel Allowance), as follows:

- a) Umpires required to travel from their Home Region to another Region shall be paid the Umpire Travel Allowance (eg Brisbane to Gold Coast, or Sunshine Coast to Brisbane);

- b) Umpires required to travel outside their Home Region to/from Toowoomba shall be paid the Umpire Travel Allowance multiplied by 1.5.
- c) Umpires required to travel from their Home Region, through a second Region to a third Region shall be paid the Umpire Travel Allowance multiplied by 2 (eg Gold Coast to Sunshine Coast, or Brisbane to Northern NSW)
- d) Umpires required to travel, by any mode other than air transport, outside of the Regions shall be paid the Umpire Travel Allowance multiplied by 2.

An umpire's Home Region is the Region in which the umpire has registered with AFLQ.

3.4.1.1 Regions

There will be five regions for the purpose of determining travel allowance based on the Local Government areas of:

- a) Brisbane, which will include Redlands, the Moreton Bay Region & Logan City Council areas;
- b) Gold Coast;
- c) Sunshine Coast, which will include the Sunshine Coast Regional Council and any other areas north to Gympie;
- d) Toowoomba; and
- e) Northern NSW (south to Richmond Valley Council Area)

3.4.1.2 Amount of Umpire Travel Allowance

- a) The Umpire Travel Allowance will be as follows:

2015 to 2016
\$ 39

- b) For the avoidance of doubt, an Umpire shall only be entitled to one Umpire Travel Allowance per day, unless an umpire is required to officiate in more than one Region, in which case the Umpire shall be entitled to the Umpire Travel Allowance for each Region in which they umpire.

3.5 Travel, Accommodation and Meals

If an umpire is required to travel more than 350km from the Brisbane CBD for any Match or Representative Match AFLQ agrees to bear the cost of all reasonable travel, accommodation and meal expenses (breakfast and dinner each day) incurred by an Umpire in the performance of his or her duties.

AFLQ will ensure that an Umpire who is required to travel by air is booked on flights that depart at reasonable times and take appropriate account of the need to balance the following objectives:

- a) Ensuring the Umpire arrives at the destination in sufficient time to properly prepare for the game (generally no later than 3 hours prior to the scheduled match start time);
- b) Ensuring the amount of time the umpire is away from home is limited as far as is reasonably possible;
- c) Ensuring the Umpire is booked on the most appropriate flight after the game, allowing for sufficient time to complete his or her duties after the match and ensure appropriate recovery;

- d) Ensuring the Umpire is not booked on flights that depart at unreasonable hours such as to compromise the performance of his or her duties;
- e) Where an umpire officiating at a National Carnival misses one or more Home & Away Match the umpire will be paid an amount equal to the grade they umpired in the round immediately preceding the National Carnival for each Home & Away Match that the umpire misses (for the avoidance of doubt, an umpire will only be paid for one game each weekend they are officiating at a National Carnival).

All personal expenses such as entertainment, alcohol, travel that is not necessary and telephone costs shall be at the Umpire's own expense.

Umpires shall respect the fact that they are a representative of the AFLQ and the Association and shall conduct themselves in a professional manner at all times, including complying with all reasonable management requests by the AFL and/or AFLQ.

3.5.1 Requirements to miss permanent employment

If as a result of travel requirements to attend an appointed Match an Umpire is required to miss half a day or more of his or her regular permanent employment, the Umpire shall be paid the following rates, provided evidence is received to indicate the umpire has not been paid for the time off work:

	2015 to 2016
Employment Compensation	\$110.00

3.6 Payment of wages & entitlements

- a) The schedule of Match Payments for all Umpires is outlined in Appendix A.
- b) Umpires agree to ensure that all pay sheets provided by AFLQ are correctly completed, signed and returned to AFLQ for all matches completed.

3.6.1 Timing of payments

- a) AFLQ will ensure that Umpires are paid, in arrears, by electronic transfer into each Umpire's nominated bank account on a bi-monthly basis.
- b) Payments will be made on, or before, the 9th and 25th of each month.
- c) Each payment will include Matches that haven't been paid, excluding Matches from the most recent weekend.
- d) Where the scheduled pay day falls on a weekend or public holiday, payment will be made the immediate preceding day that is not a weekend or public holiday.
- e) Umpires will not be paid for games where pay slips have not been returned to AFLQ.
- f) Umpires are responsible for returning payslips to AFLQ as soon as possible after a Match.

3.6.2 Pay slips & game details

- a) AFLQ will provide each Umpire with a paper or electronic pay slip showing at least:
 - Total amount paid;
 - Amount paid for each game umpired;
 - Travel and other allowances paid;
 - Tax deducted;
 - Other deductions;
 - Superannuation payments; and
 - Any other information required by law;

3.6.3 Payment errors

- a) In the event of an umpire not being paid correctly (the Pay Discrepancy), AFLQ must resolve the Pay Discrepancy within 5 business days of becoming aware of the Pay Discrepancy;
- b) Where the resolution of the Pay Discrepancy finds that an umpire has been underpaid, AFLQ must pay the underpayment amount as soon as possible after the underpayment is identified, but in any event no later than the next pay run;
- c) An umpire who believes that they have not been paid correctly must notify the designated AFLQ contact in the approved form.
- d) In relation to Pay Discrepancies AFLQ will keep a record of any Pay Discrepancy notifications, including:
 - i. the date the notification was provided to AFLQ;
 - ii. the grade of football predominately umpired by the Umpire;
 - iii. the outcome of the notification;
 - iv. the date the Pay Discrepancy notification was resolved; and
 - v. the date AFLQ pays any short paid amount to the Umpire (if any).
- e) To assist with the processing of Match Payments and Allowances it is necessary for each Umpire to complete a registration form, in the manner required by AFLQ, each year that the Umpire umpires. AFLQ will provide registration forms, in either paper or electronic format, at the commencement of preseason training for each year. It is the responsibility of the umpire to ensure that they completed and returned to AFLQ on or before the date stated.
- f) Umpires will use best endeavours to notify AFLQ of any Pay Discrepancy by no later than 15 October in the year which the Pay Discrepancy arose.
- g) Umpires are casual employees of AFLQ and are incorporated under the AFL Human Resource Policies and Procedures Manual. Without limiting the above, an umpire who feels that they have not been paid correctly, or at the appropriate time, may seek a remedy from Fair Work Australia, or other statutory body as may be appropriate.

4 Match Day

4.1 Change rooms

Umpire change rooms must conform to minimum requirements. The minimum requirements are as follows:

- a) Minimum accessible floor space of 15 square metres (excluding shower and toilet)
- b) One table;
- c) Seating for at least 7;
- d) Clothes hooks / hanging space for 13;
- e) One mirror;
- f) One rubbish bin;
- g) Clean shower recess with adequate hot water flow even when teams are showering;
- h) One toilet with a door and toilet paper;
- i) Clean;
- j) Private;
- k) Provides facilities to allow female umpires to change in private without requiring the vacating of the room by the remaining umpires;
- l) Sufficient lighting; and

- m) Be appropriately located, taking into account security, safety and to ensure the umpires' performance would not be compromised.

Further:

- i. The rooms should be kept in a clean and tidy condition with no extraneous items being stored in the room.
- ii. The rooms must be able to be secured, and a key providing access should be made available to the umpires officiating on the day.
- iii. With respect to item k) & m), the Association acknowledges that incorporating the same in existing facilities may not be feasible. However, given the growing number of female umpires the Association considers that as far as possible separate change rooms should be available.
- iv. AFLQ shall ensure that any clubs undertaking renovation, development, or redevelopment, of change rooms are aware of all the above requirements and incorporate the same in the renovation, development or redevelopment. Further, where possible separate male and female change rooms should be developed and they should be adjoining by way of an internal door.

AFLQ and the Association will work together to identify any change rooms that do not meet the above minimum requirements with a view to working with clubs to improve the Umpires' change rooms.

4.2 Escorts

- a) Escorts must be present for all matches.
- b) The escorts should present themselves to the umpires prior to the commencement of the game.
- c) Escorts must be acceptable to the Umpires.
- d) For all Matches, one escort shall be provided from each club. The escorts must accompany all umpires (including Goal Umpires) from the ground at half time and at the completion of the game.
- e) AFLQ will provide suitable escorts for finals matches in all grades. The escorts will be required to escort umpires on and off the ground.
- f) AFLQ will provide Security Personnel for the SEQAFL Cup and SEQAFL Division 1 grand finals and suitable escorts for grand final in all grades. The escorts will be required to escort umpires on and off the ground, as well as being stationed near the umpires during the quarter and three-quarter time breaks.
- g) Where necessary, the escorts will escort the umpires to the change rooms, not just off the ground.

4.3 Trainers

- a) Trainers and medical supplies, except injury prevention tape, shall be provided at no expense to umpires.
- b) Trainers should be provided with entry tickets, at no cost to the trainer, to any matches they attend.

- c) Trainers shall assist the Association with the promotion of sponsors' brands, displaying signage on match days (as provided) etc, provided it does not conflict with any AFLQ sponsors or duties.
- d) Trainers shall operate under the guidance and instruction of the AFLQ State League Umpiring Manager.
- e) Trainers will be required to arrive not less than 40mins prior to the match, unless otherwise agreed, and remain until not less than 20mins after the required match.

4.3.1 Home and Away

- a) Trainers will be provided for all QAFL Senior Home and Away matches

4.3.2 Finals

- a) One qualified trainer will be in attendance for each of the following finals matches:
 - i. All QAFL Seniors matches (including the grand final);
 - ii. All QAFL Reserves matches (including the grand final);
 - iii. All QFA Seniors matches of both Northern and Southern Conferences (including the grand final);

5 Training

5.1 Fitness Coach

- a) A qualified Fitness Coach shall be appointed and appropriately remunerated by AFLQ.
- b) The Fitness Coach shall set and oversee training programs.
- c) The Fitness Coach may set programs for multiple groups (i.e NEAFL/QAFL and Community)
- d) The Fitness coach will attend training sessions during both the pre-season, home and away and finals periods
- e) The Fitness Coach shall work with and supervise the rehabilitation of injured umpires.

5.2 Trainers

5.2.1 Brisbane

- b) A qualified sports trainer (in addition to any AFL supplied trainers) will be provided at all training sessions for Brisbane based training sessions during the pre-season, home and away and finals periods
- c) These include, but are not limited to
 - a. Coorparoo
 - b. Yeronga South Brisbane
 - c. Zillmere
- d) Trainers will be in attendance from not less than 15 minutes prior to the normal training start time until not less than 30 minutes after the standard completion time of training.

5.3 Injury management

Community umpires are able to access and utilise the Physiotherapist provided as part of NEAFL obligations at no cost during training sessions.

5.4 Training venue

- a) AFLQ will provide suitable training venues for:
 - i. Brisbane

- i. Coorparoo
- ii. Yeronga South Brisbane
- iii. Zillmere;
- ii. Gold Coast; and
- iii. Sunshine Coast based umpires.

AFLQ and the Association will continue to work collaboratively to improve the facilities, both on and off-field, at all of the main training venues.

5.4.1 Alternative training venues

In the event training is to be held at a venue other than the main training venue:

- a) Training will be at no cost to the umpires; and
- b) AFLQ will notify all umpires by no later than 12pm on the business day prior to the scheduled training session (subject to unforeseeable events – such as inclement weather)

Should training be at a cost to the umpire it will be strictly optional.

5.5 Time

- a) Formal training will not start prior to 6:00pm on a week night.
- b) Formal training, lectures and meetings will conclude no later than 8pm on a week night.

5.6 Pre-season camp

- a) Any compulsory pre-season camp will be at no cost to the umpire.
- b) Where a cost is imposed on umpires for a pre-season camp, conference or similar then attendance is voluntary, and non-attendance will not impact on an umpire's appointments.
- c) In any event, AFLQ will ensure that all umpires attending a pre-season camp, conference or similar (compulsory or not) will be covered by AFLQ insurance for any injuries that may be sustained at the pre-season camp, conference or similar.

6 Professional development & coaching

All coaches will undertake appropriate courses pertaining to workplace matters.

6.1 Selection & assessment

6.1.1 General selection policy

- a) Rules, guidelines and criteria relating to the selection of umpires in each grade and for each discipline shall be developed by the Coaching Staff prior to the commencement of the season (the Selection Policies).
The rules and guidelines will be in writing and made available to all umpires.
- b) The Appointment Panel will be solely responsible for the appointment and selection of umpires. AFLQ will ensure that the appointment of umpires to all Matches, is:
 - i. Based on merit and performance; and
 - ii. In accordance with the Selection Policies developed by the coaching staff.
- c) Home and Away matches in each grade will be officiated by AT LEAST the following number of umpires from each discipline

	Field	Boundary	Goal	Other
QAFL Seniors	3	2	2	
QAFL Reserves	2	2	2	
QFA Seniors	2	2	2	
QWAFL	2	2	2	
Colts	2	2	2	
QFA Reserves	2	2	2	
QAFA A Seniors	2	2	2	
QAFA A Reserves	2	2	2	
QAFA B	2	2	2	
QWAFA	2	2	2	

6.1.2 Finals and Grand Finals selection policy

Without limiting the factors that may be covered, the Selection Policies for finals matches will:

- a) Ensure that umpires selection for finals is based on performance and the Selection Policies only. Specifically:
 - i. Selection will be based on merit and performance throughout the season;
 - ii. the venue and an umpire's Home Region will not be considered when making the appointments
- b) Finals and Grand Finals matches in each grade will be officiated by **AT LEAST** the following number of umpires from each discipline:

	Field	Boundary	Goal	Other
QAFL Seniors	3	3	2	Emergency Field (Third Scorer – GF only)
QAFL Reserves	3	2	2	Emergency Field
QFA Seniors	3	2	2	Emergency Field
QWAFL	2	2	2	
Colts	2	2	2	
QFA Reserves	2	2	2	
QAFA A Seniors	2	2	2	
QAFA A Reserves	2	2	2	
QAFA B	2	2	2	
QWAFA	2	2	2	

*For the avoidance of doubt, nothing in this agreement should be taken as intending to restrict the number of umpires appointed to any Match.

6.1.3 Secular Employment – Primary Occupation of Umpire

AFLQ acknowledges that many Umpires are engaged in full time Secular Employment and that this may prevent an Umpire from attending all or part of an Official Training Session. The selection of an Umpire shall not be prejudiced in any way if, as a result of attending to the duties of his or her Secular Employment, the Umpire is prevented from attending all or part of an Official Training

Session provided that notification is received prior to the training session that the Umpire will not be available.

6.1.4 Formal Studies / Education Courses

AFLQ acknowledge that many Umpires are engaged in full or part time studies or educational courses and that this may prevent an Umpire from attending all or part of an Official Training Session. The selection of an Umpire shall not be prejudiced in any way if, as a result of attending to their study or educational commitments, the Umpire is prevented from attending all or part of an Official Training Session provided that notification is received prior to the training session that the Umpire will not be available.

6.1.5 Notification of appointments

Draft appointments will be communicated by Tuesday close of business, however these may be subject to change.

6.2 Observations and performance feedback

In recognition of the importance of timing and regular feedback to the development of umpires, the parties acknowledge and agree that feedback based on an objective criteria should be provided to all regular umpires (expected to officiate in 9 matches or more during a season) at least once throughout the home and away season.

7 Uniforms

The parties acknowledge that the outfitting of umpires is a significant cost to AFLQ. As such, the parties will work together to identify possible ways to minimise the cost of uniforms.

7.1 Definitions – for this section only

For the purpose of this section 7, the following will be defined to have the following meanings:

2014 Regular Umpire an Umpire who officiated in 9 or more Community Football Matches during the 2014 season. It will also include an Umpire, who in the opinion of AFLQ, acting reasonably, would have officiated in 9 or more Community Football Matches if not for injury or other circumstances beyond the Umpire's control.

2015 Regular Umpire an Umpire who officiated in 9 or more Community Football Matches during the 2015 season. It will also include an Umpire, who in the opinion of AFLQ, acting reasonably, would have officiated in 9 or more Community Football Matches if not for injury or other circumstances beyond the Umpire's control.

Expected Regular for a season, is an Umpire who was not a Regular Umpire in the preceding Season, and who is reasonably expected to officiate in 9 or more Community Football Matches during the relevant Season.

New Occasional Umpire an Umpire who was not an Umpire in the immediately preceding Season, and who is not reasonably expected to officiate in 9 or more Community Football Matches during the relevant Season.

Returning Occasional an Umpire who officiated in less than 9 or more Community Football

Umpire

Matches during the immediately preceding Season and who is not an Expected Regular Umpire.

7.2 2015 Standard Uniform

a) In 2015, Umpires will receive, as standard, the following:

Umpire	On-field shirt	Shorts	Socks (pairs)	Wristbands (pairs)	Cap	Off-field shirt
2014 Regular Umpire						
Field	2	1 *	2	1	1 *	1
Boundary	2	1 *	2	1	1 *	1
Goal	2	Nil	Nil	Nil	1	1
Expected Regular Umpire						
Field	1	1 *	1	1	1 *	1
Boundary	1	1 *	1	1	1 *	1
Goal	1	Nil	Nil	Nil	1	1
New Occasional Umpire						
Field	1	1	1	1	1 *	Nil ~
Boundary	1	1	1	1	1 *	Nil ~
Goal	1	Nil	Nil	Nil	1	Nil ~
Returning Occasional Umpire						
Field	1	1 *	1	1	1 *	Nil ~
Boundary	1	1 *	1	1	1 *	Nil ~
Goal	1	Nil	Nil	Nil	1	Nil ~

b) Those items marked with an asterisk (*), shall be provided only on request of the Umpire.

c) For those items marked ~, AFLQ may, in its discretion choose to provide Occasional Umpires with polo shirts.

7.3 2016 Standard Uniform

In 2016, Umpires will receive, as standard, the following:

Umpire	On-field shirt	Shorts	Socks (pairs)	Wristbands (pairs)	Cap	Off-field shirt
2014 Regular Umpire who was also a 2015 Regular Umpire						
Field	1 *	1 *	1	1	1 *	Nil **
Boundary	1 *	1 *	1	1	1 *	Nil **
Goal	1 *	Nil	Nil	Nil	1	Nil **
2015 Regular Umpire who was an Expected 2015 Regular Umpire						
Field	1 *	1 *	1	1	1 *	Nil **
Boundary	1 *	1 *	1	1	1 *	Nil **
Goal	1 *	Nil	Nil	Nil	1	Nil **
2015 Regular Umpire who was not an Expected 2015 Regular Umpire						
Field	1	1 *	1	1	1 *	1
Boundary	1	1 *	1	1	1 *	1
Goal	1	Nil	Nil	Nil	1	1

Expected Regular Umpire						
Field	1	1 *	2	1	1 *	1
Boundary	1	1 *	2	1	1 *	1
Goal	1	Nil	Nil	Nil	1	1
New Occasional Umpire						
Field	1	1 *	1	1	1 *	Nil ~
Boundary	1	1 *	1	1	1 *	Nil ~
Goal	1	Nil	Nil	Nil	1	Nil ~
Returning Occasional Umpire						
Field	1 **	1 *	1	1	1 *	Nil ~
Boundary	1 **	1 *	1	1	1 *	Nil ~
Goal	1 **	Nil	Nil	Nil	1	Nil ~

- a) Those items marked with an asterisk (*) shall be provided only on request of the Umpire.
- b) For those items marked ~, AFLQ may, in its discretion choose to provide Occasional Umpires with polo shirts.
- c) Those items marked with a double asterisk (**) shall be provided only on request of the Umpire and where In the umpire's or AFLQ's opinion, acting reasonably, their uniform from previous year no longer presents an appropriate image of umpiring/AFLQ due to deterioration or damage.

7.3.1 Standard Uniform

- a) In addition to the Standard Uniform in clauses 7.2 and 7.3, AFLQ will provide all Regular Goal Umpires, with a waterproof rain jacket where requested.

7.3.2 Additional Uniform Items

An umpire may request additional items from the Standard Uniform for their discipline as listed in clause 1.1.1 (called the Additional Uniform Items) either:

- a) On the Umpire Registration form, or other form circulated by AFLQ taking orders and/or sizes for the Base Uniform; or
- b) At a later point in time.

7.3.3 Supplying Additional Uniform Items

Upon receipt of a request under 7.3.2, AFLQ will provide an Additional Uniform Item on request of an umpire where:

- a) In the umpire's (or AFLQ's) opinion, their uniform from previous years no longer presents an appropriate image of umpiring due to deterioration or damage;
- b) The umpire regularly officiates in more than one game across a weekend;
- c) The umpire's uniform received for the current season is deteriorating in a manner that suggests it will not last the full season; or
- d) The umpire can demonstrate to the satisfaction of the designated AFLQ contact, acting reasonably, the need for additional uniform items.

7.3.4 Time of supply for Additional Uniform Items

- a) Where an umpire requests an additional uniform item under clause 7.3.1a), AFLQ shall provide the additional uniform item(s) at the same time as the Standard Uniform.
- b) Where an umpire requests an additional uniform item under clause 7.3.1b), AFLQ shall provide the additional uniform item(s) within a reasonable timeframe

7.4 Where uniform is not the same as previous season

Where the umpires' uniform changes from the previous season, including the addition or removal of any sponsor's logos, then the provisions allocated for season 2015 shall apply

7.5 New umpires

Any new umpire who registers with AFLQ and is to umpire regularly shall, in their first season, receive the uniforms allocated on the presumed basis they officiated in 9 or more matches in the previous season

7.6 Miscellaneous uniform

- a) AFLQ will, on agreement with an umpire, make available reasonable non-standard uniform items to an umpire (at no cost to the umpire);
- b) AFLQ will replace any garment that deteriorates due to a reason beyond the control of the umpire;
- c) An umpire is required to maintain their uniform and to ensure that they are appropriately presented in line with the image of umpiring; and
- d) An umpire who neglect or fail to take care of the uniform or lose it will be required to pay for the replacement of the uniform. The replacement cost will be advised by AFLQ.

8 Miscellaneous

8.1 Service support

8.1.1 Functions

AFLQ will provide the following on an annual basis:

- a) Access to tables at all medal night functions at employee prices
- b) AFLQ will supply Grand Final trophies or medallions to all umpires who officiate in a Grand Final for competitions under the control of AFLQ.

8.1.2 Umpires' Passes

AFLQ will provide:

- a) Each umpire with a season pass for admission to all AFLQ Home and Away matches;
- b) Each officiating umpire with admission passes to any games where admission may be charged;
- c) 2 x admission passes to each officiating umpire for all Finals and Grand Finals.

8.1.3 Sponsorship

- a) AFLQ and the Association will both use their best endeavours to assist each other to secure and retain sponsors, including:
 - i. AFLQ will run appropriate umpiring stories/articles prepared by the Association on the AFLQ website;

- ii. The Association will endeavour to provide all reasonable assistance to AFLQ in any marketing, recruitment or advertising initiatives;

Uniforms:

- iii. AFLQ will retain the exclusive naming rights to the on-field shirts;
- iv. The Association will retain the exclusive naming rights to the training gear and off-field uniform;
- v. In the event that either party is able to obtain a sponsor for a uniform where the rights are held by the other party then the party holding the rights will agree to relinquish these rights subject to the parties, acting reasonably, agreeing to the payment of an amount of money. Such amount shall be agreed by negotiation between the parties.

8.1.4 Use of Image

- a) AFLQ may use each umpire's name, photograph, likeness, reputation and identity for promotional purposes in advertising the game of football and the business and the undertaking of AFLQ provided that AFLQ has obtained the consent of the Association or the umpire.
- b) The rights granted by the umpire to AFLQ will include the right to use an umpire's name, photograph, likeness, reputation and identity for commercial purposes including but not limited to licensing, endorsements, advertising, promotions, merchandising, memorabilia, events and marketing.
- c) An umpire will not unreasonably refuse his or her consent to any request by AFLQ for use of the umpire's name, photograph, likeness, reputation and identity where requested by AFLQ.
- d) For the avoidance of doubt, an umpire will be entitled to refuse his or her consent to a request by AFLQ where the use of that umpire's name, photograph, likeness, reputation and/or identity has the potential to adversely impact upon the secular employment of the umpire.

8.2 GST

- a) In this clause 8.2, unless the context requires otherwise, capitalised words and phrases will have the same meaning as in the *A New Tax System (Goods & Services Tax) Act 1999*.
- b) Unless specifically stated otherwise, all amounts in this agreement are exclusive of GST.
- c) The Association is currently not Registered, or Required to be Registered, for GST.
- d) Should GST become Payable on any amounts payable under, or in connection with this agreement, the Recipient shall pay an additional amount to the Supplier equal to the Supplier's GST Liability.
- e) The Recipient shall not be required to pay an amount under sub-clause 8.2d) unless the Supplier provides a Tax Invoice.

8.3 Legal requirements

8.3.1 Workplace Health & Safety Act

AFLQ will provide or make easily available sunscreen, with a minimum rating of SPF 30+, to all umpires.

8.3.2 Insurance and Workers' Compensation

- a) AFLQ will maintain both Workers' Compensation and Public Liability insurances to cover all umpires both at training, on match day and at any other time required by the relevant

legislation. Such insurance policies shall cover an umpire for loss earnings (from both umpiring and secular employment), medical expenses and personal liability.

- b) Any medical expenses approved by AFLQ and incurred by the Umpire in complying with his or her obligations, as an Umpire will be paid for by AFLQ to the extent that those medical expenses are not recoverable by the Umpire under the Workers' Compensation policy.

8.3.3 Taxation and Superannuation

- a) Tax will be deducted from all pays in accordance with the relevant legislation.
- b) Umpires are responsible for providing a Tax File Number to AFLQ; and
- c) AFLQ will pay superannuation to those umpires who meet the criteria for payment under the relevant legislation.

8.4 Tribunal

- a) AFLQ will contact umpires who have made a report by no later than close of business of the first business day following a Match where the umpire is required to attend a tribunal hearing to confirm the time and location of the tribunal hearing; or
- b) AFLQ will endeavour to not schedule a tribunal hearing to commence after 8pm on any given evening; and

8.5 Gambling, Bribes etc

- a) An umpire must not directly or indirectly, participate or engage in or assist any other person, corporation or entity to engage in the following conduct:
 - i. Bet, gamble or wager on any aspect of any Match or Event;
 - ii. Induce or encourage any other person, corporation or entity to bet, gamble or wager on any aspect of any Match or Event;
 - iii. Provide any information to any other person, corporation or entity that can be used to bet, gamble or wager on any aspect of any Match or Event;
 - iv. Officiate a Match not to the best of his or her ability, unfairly, and with favouritism to any team competing in a Match; or
 - v. Contrive or attempt to contrive the result of a Match in exchange for any benefit or reward.
- b) Any umpire who directly or indirectly, formally or informally receives an approach from any other person, corporation or entity to engage in any conduct prohibited under this item must within 24 hours of first receiving such approach notify the AFLQ CEO, or nominee. The umpire will also be required to provide a written statement containing full details of such an approach as requested by the AFLQ CEO.

8.6 Breach of clause pertaining to gambling, bribes etc

The parties acknowledge the seriousness of the matters covered by clause 8.5. Any breach of the same could potentially have serious consequences for AFLQ, the Association, the umpire involved, and/or umpiring in general.

- a) On this basis any breach of clause 8.5 will result in disciplinary action that may include, but not be limited to one or more of the following:
 - i. Counselling;
 - ii. Suspension;
 - iii. Deregistration; and/or

- iv. Criminal investigation.
- b) AFLQ must ensure that due process is followed in investigating potential breaches of clause 8.5 or the imposition of sanctions under clause 8.6 to ensure no umpire is denied natural justice.

9 Grievance handling process

Where an umpire is aggrieved by a selection or feedback issue, or any selection policy developed by AFLQ then following discussion with the relevant AFLQ coach the umpire (or their representative) may follow the following steps until they are satisfied with the outcome:

- a) Discussions between the umpire and/or the AFLQQA and the State Umpiring Manager;
- b) Discussions between the umpire and/or the AFLQQA, the State Umpiring Manager and Football Operations Manager;
- c) Discussions between the umpire and/or the AFLQQA, the State Umpiring Manager and/or Football Operations Manager and AFLQ CEO; and
- d) Discussions between the umpire and/or the AFLQQA, the State Umpiring Manager and/or an AFLQ representative and a representative from, or appointed by, the AFL;
- e) Appointment of an independent mediator/arbitrator, as appropriate.

Parties agree to discuss/negotiate any issues as they arise in good faith and attempt to resolve the issue at each step. Parties also agree that they will not, without the agreement of the other party, skip any of the above steps.

The decision of the mediator/arbitrator will be final and binding on all parties.

10 Ongoing management & future agreements

The parties will work cooperatively to implement the agreement. The parties will manage the agreement to satisfactorily meet the performance, ethical, behavioural and policy requirements as jointly determined and reviewed through the management program in clause 10.1.

In an instance where the agreement is not being upheld, the parties will review the agreement and the circumstances in relation to the breach, within the management framework, with a view to either rectify the breach, or identify whether changes are necessary to the agreement.

10.1 On-going management and Future Agreements

This agreement, the implementation and maintenance will be overseen through the following management program:

- a) January/February 2016
 - i. Review of agreement in light of events in the previous year;
 - ii. If required, identify changes to the agreement and make recommendations for amendments required for the 2016 season; and
- b) May/June 2016
 - i. Commence negotiation for subsequent agreements, with the intention of finalising an agreement prior to the due date for the AFLQ budget process.

10.2 Issue resolution

Where an issue cannot be resolved or any issues are not resolved through the normal management program then the following dispute resolution process will be followed:

- f) Discussions between the AFLQUA and the State Umpiring Manager;
- g) Discussions between the AFLQUA, the State Umpiring Manager and Football Operations Manager;
- h) Discussions between the AFLQUA, the State Umpiring Manager and/or Football Operations Manager and AFLQ CEO
- i) Discussions between the AFLQUA, the State Umpiring Manager and/or an AFLQ representative and a representative from, or appointed by, the AFL;
- j) Appointment of an independent mediator/arbitrator, as appropriate.

Parties agree to discuss/negotiate any issues as they arise in good faith and attempt to resolve the issue at each step. Parties also agree that they will not, without the agreement of the other party, skip any of the above steps.

10.3 Interaction of NEAFL Contracts & this Agreement

AFLQ and AFLQUA will, as part of the on-going management of this agreement (per clause 10.1a)) during the relevant seasons, , review the interaction of the NEAFL Contracts and this Agreement to ensure that there are no unintended consequences that arise as a result of the separation of the NEAFL and Community football umpiring agreements.

10.4 Continuation of agreement

In the event that AFLQ and the Association do not agree to a replacement agreement at the conclusion of the term of this agreement, the provisions of this agreement will continue to apply.


10.5 Termination

This agreement may be terminated for the following reasons:

- a) Mutual agreement of the parties;
- b) Substantial changes to the competitions run by AFLQ; or
- c) When replaced by a new agreement.

Signing Page

Signed for and on behalf of AFL Queensland Limited

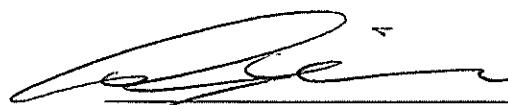


Michael Conlan

AFL Queensland CEO

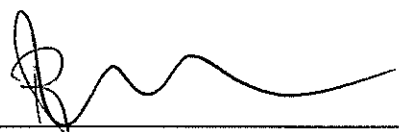
Date: 17/3/2015

Witness



Name CRAIG MILLAR

Signed for and on behalf of AFL Queensland Umpires'
Association Inc




Brent Cue

President

Date: 17/3/15

Witness



Name HELEU BATCHELOR

Appendix A

Match Payments for the 2015 and 2016 seasons

Practice Matches			
	Field	Boundary	Goal
All Grades	\$ 50	\$ 50	\$ 50

Home & Away Matches			
Grade	Field	Boundary	Goal
QAFL Seniors	\$ 150.0	\$ 90.0	\$ 75.0
QAFL Reserves	\$ 136.5	\$ 82.0	\$ 68.0
QFA Seniors	\$ 136.5	\$ 82.0	\$ 68.0
QWAFL	\$ 110.0	\$ 65.0	\$ 65.0
QAFA A Seniors	\$ 110.0	\$ 65.0	\$ 65.0
Colts	\$ 98.5	\$ 65.0	\$ 65.0
QFA Reserves	\$ 91.0	\$ 65.0	\$ 65.0
QAFA A Reserves	\$ 75.5	\$ 65.0	\$ 65.0
QAFA B	\$ 75.5	\$ 65.0	\$ 65.0
QWAFA	\$ 75.5	\$ 65.0	\$ 65.0

Finals Matches				
Grade	Field	Boundary	Goal	Emergency
QAFL Seniors	\$ 225	\$ 135	\$ 113	\$ 60
QAFL Reserves	\$ 205	\$ 123	\$ 102	\$ 60
QFA Seniors	\$ 205	\$ 123	\$ 102	\$ 60
QWAFL	\$ 165	\$ 98	\$ 98	
QAFA A Seniors	\$ 165	\$ 98	\$ 98	
Colts	\$ 148	\$ 98	\$ 98	
QFA Reserves	\$ 137	\$ 98	\$ 98	
QAFA A Reserves	\$ 113	\$ 98	\$ 98	
QAFA B	\$ 113	\$ 98	\$ 98	
QWAFA	\$ 113	\$ 98	\$ 98	

Grand Finals				
Grade	Field	Boundary	Goal	Emergency & Third Scorer
QAFL Seniors	\$ 300	\$ 180	\$ 150	\$ 80
QAFL Reserves	\$ 273	\$ 164	\$ 136	\$ 80
QFA Seniors	\$ 273	\$ 164	\$ 136	\$ 80
QWAFL	\$ 220	\$ 130	\$ 130	
QAFA A Seniors	\$ 220	\$ 130	\$ 130	
Colts	\$ 197	\$ 130	\$ 130	
QFA Reserves	\$ 182	\$ 130	\$ 130	
QAFA A Reserves	\$ 151	\$ 130	\$ 130	
QAFA B	\$ 151	\$ 130	\$ 130	
QWAFA	\$ 151	\$ 130	\$ 130	