

THIS AGREEMENT is made the 31 day of January 2017

BETWEEN **Southern Football League Umpires Association**
of PO BOX 804 Moorabbin 3189
[the "Umpire"] of the first part

AND

**Southern Football Netball
League Inc (ABN 81 295 351 439)**
of Level 1, 145 Keys Rd,
MOORABBIN 3189 [the "SFNL"] of
the second part.

RECITALS

- A. The SFNL conducts a suburban Australian Rules Football competition in the Melbourne Metropolitan area in the State of Victoria
- B. The Umpire has made himself or herself available for appointment as an umpire to officiate at SFNL matches.
- C. The SFNL and the Umpire wish to contract for the provision of services by the Umpire to the SFNL on the terms and conditions set out in this Agreement.
- D. The Southern Football League Umpires Association (SFNLUA) is the collective representative of "the umpire".

IT IS AGREED

1. TERM

This Agreement shall come into force immediately upon execution by both parties with effect from 1st January 2017 until 30th September 2020

2. UMPIRE'S OBLIGATIONS

The Umpire shall for the term of this Agreement -

2.1 Officiate

Officiate as umpire at any SFNL Match or other match to which he or she may be appointed by the SFNL through the Umpiring Department, and comply with any requirements stated on the appointment document.

2.2 Tribunal and Disciplinary Hearings

If required, attend any hearing of a report by the SFNL Tribunal, or any hearing of a matter by the SFNL Disciplinary Committee, as a witness, and truthfully and faithfully give any evidence which may be required.

2.3 Training and Lectures

Attend Training Sessions and Lecture Sessions upon the reasonable request of the SFNL through the Umpiring Department.

2.4 Administrative procedures

Adhere to the policies and procedures prescribed by the SFNL.

2.5 Knowledge and Application of Laws of Australian Football

Maintain a working knowledge of and comply strictly with the Laws of Australian Football and any other determinations or direction in relation thereto as may be advised to the Umpire from time to time by the SFNL or the Umpiring Department.

2.6 Uniform

Wear the Uniform in matches to which the Umpire is appointed to officiate as prescribed by the SFNL, on the condition that the prescribed uniform is specified by the SFNL no less than 28 days prior to the start of the Home and Away series of matches in the Season, and on the further condition that no alteration is made to the Uniform for the duration of that season.

2.7 Illness or injury

2.7.1 - As soon as practicable, notify the Umpiring Department of any injury or illness which may prevent the Umpire from officiating in any SFNL Match or round of SFNL matches.

2.7.2 - Make himself aware of any and all WorkCover procedures documented by the SFNL and comply with these at all times.

2.8 Match Paperwork.

2.8.1 - The Umpire shall ensure that all relevant Match Paperwork is correctly completed in accordance with SFNL administrative requirements, thus; the on-line competition match report is to be submitted no later than 9:00 pm on the Sunday following his/her match; and, all hard-copy paperwork is to be received no later than the morning mail of the Tuesday following his/her match.

2.8.2 – By the end of this agreement SFNL will introduce and put in place an IT system available to all umpires that will allow the umpire to electronically submit all match day documents and player report correspondence required by the SFNL.

3. PAYMENTS AND BENEFITS

In consideration of the covenants of the Umpire contained in this Agreement, the SFNL agrees for the Term to pay and provide to the Umpire the following:-

3.1 Match Payments

The sum set out in Schedule 1 of this Agreement shall be paid to the Umpire in accordance with the scale set out and the category applicable to the Umpire ["Match Payments"].

3.2 Tribunal Allowances and Payments.

3.2.1 - The Umpire shall receive a Tribunal Procedures Allowance for each date on which the umpire is required to attend the SFNL Tribunal or SFNL Disciplinary Committee as set out in Schedule 1 of this Agreement, provided that:

3.2.1.1 The Umpire notifies the SFNL of any report by lodging the appropriate paperwork with the SFNL Office by 7:00 pm of the Sunday immediately following the match.

3.2.1.2 The Umpire confirms the date of any Tribunal Hearing with the SFNL Tribunal Secretary during the nominated hours on the Monday following their match; and

3.2.1.3 If the report relates to a matter to be heard by the Disciplinary Committee, the Umpire shall ensure that a letter setting out details of the incident is forwarded to SFNL Headquarters by 5:00pm on the Monday following their match,

3.3 Emergency Umpire

Where the Umpire is appointed as an Emergency and is required to fill the role of another Umpire for the SFNL Match to which he or she was appointed as an Emergency, the Umpire shall be paid the Match Payments applicable to the role that Umpire was required to assume in lieu of the payment which would otherwise have been made to the Umpire as an Emergency,

3.4 Time and Manner of Payment

3.4.1 All payments shall be made to the Umpire monthly in arrears by way of direct credit to the bank account nominated by the Umpire,

3.4.2 The SFNL will make deductions from the Umpire's Payments as may be requested or advised by the SFNLUA from time to time.

3.4.3 The SFNL shall be entitled to deduct all taxes and other imposts required to be deducted under any applicable law, regulation or ruling.

3.4.4 The SFNL shall provide the Umpire with pay advice slips in respect of each pay period, which shall separately itemise all amounts paid to the Umpire, and any deductions made in respect of that Umpire.

3.5 Admission to Matches

3.5.1 The SFNL shall ensure that the Umpire is admitted free of any charge to any SFNL match in which he or she is appointed to officiate, on presentation of his/her match appointment form or SFNL pass.

3.5.2 The SFNL shall allow the SFLUA committee members free admittance to all Final Series matches free of any charge on presentation of an approved SFNL card or other SFNL approved document.

4. PAYMENT ADJUSTMENTS

4.1 On each anniversary of the date of commencement of this Agreement ["the adjustment dates"], the SFNL shall increase the Match Payment due to the Umpire by two percent each year for the first two years of this agreement and one percent each year for the remaining two years of this agreement. This applies to all umpires and all games. Schedule (match payments) 1 refers.

5. FACILITIES AND TREATMENT

The SFNL, as the contractor of the Umpire, acknowledges that it is bound by the provisions of the *Occupational Health and Safety Act 2000 [Vic]*, and any Regulations or Codes of Practice or similar instruments made thereunder, and therefore has a non-delegable duty to provide and maintain, so far as is practicable, a working environment that is safe and without risk to health.

Pursuant to its legislative obligations, but without limitations, the SFNL shall:-

5.1 Make available for the benefit of the Umpire reasonable change room, shower and toilet facilities at SFNL Matches. Furthermore, these facilities shall:

5.1.1 be made available to the Umpire in a reasonably clean, hygienic and operational state;

5.1.2 be separate from any similar facilities provided to or used by competing teams or members of the public;

5.1.3 have separate access from any similar facilities provided to or used by competing teams or members of the public.

5.1.4 The SFNL will reinforce the clubs' obligations in its Match Day manual, but will also advise the clubs that are the subject of a complaint, that if the situation is not remedied by the Thursday prior to the next match played at that venue, the club will be sanctioned by the SFNL Management to show

cause why the complaint has not been resolved, and earn 500 demerit points in the Best Conducted Club award.

- 5.2 Arrange, for the benefit of the Umpire, access to reasonable medical facilities at SFNL Matches.,
- 5.3 Arrange for the attendance of at least one appropriately qualified trainer at the first training session of each week (currently Tuesday nights) from the commencement of the Home and away season or as scheduled by the Director of Umpiring.
- 5.4 Arrange for the attendance of at least two appropriately qualified trainers at the second training session of each week (currently Thursday nights) from the commencement of the Home and Away season
- 5.5 Arrange, for the sole benefit of the Umpire, the attendance of at least one appropriately qualified trainer at all Grand Final matches to which the Umpire is appointed.
- 5.6 The Umpire reserves the right to, upon the provision of 7 days written notice to the SFNL from the Umpire, withdraw his or her services from a nominated venue, where the facilities provided at that venue do not meet minimum legislative requirements.

6. PERFORMANCE REVIEW

The SFNL, through the Umpiring Department, shall from time to time review the performance of the Umpire, and shall ensure that such review:-

- 6.1 is conducted at least annually;
- 6.2 applies objective criteria which shall be advised to the Umpire.
- 6.3 provides an opportunity for the Umpire to make submissions and to otherwise have input into the review of his or her performance.

7. MATCH APPOINTMENTS

- 7.1 The SFNL, through the Umpiring Department, shall be solely responsible for the appointment and selection of the Umpire, and the Umpire acknowledges that appointments to all SFNL Matches other than Finals and Representative matches shall be made at the sole discretion of the Umpiring Department.
- 7.2 The SFNL, through the Umpiring Department, shall ensure that all appointments to Finals and Representative matches are based solely on the merit of the Umpire, having reference to the umpires performance review required under clause 6 of this Agreement.
- 7.3 The Umpire acknowledges that any failure to strictly adhere to his or her obligations under clause 2 of this Agreement may entitle the SFNL, through the Umpiring Department, in its discretion, to appoint the Umpire to officiate in a lower grade of

football, or not appoint the Umpire.

- 7.4 The SFNL, through the Umpiring Department, shall ensure that no umpire is appointed to officiate as a Single Field Umpire in any senior grade match, and that appointments as a Single Field Umpire in any reserve grade match are only made with the umpire's prior knowledge and consent.
- 7.5 The SFNL, through the Umpiring Department, will nominate ten (10) match per round or further matches per round at the discretion of the Director of Umpiring in the Home and Away season or Finals Series matches as the case may be; whereby three (3) field umpires will be appointed. Umpires selected for these games will be paid in line with clauses 7.6 - 7.8. with schedule 1 being used as a base.
- 7.6 Umpires (field or boundary) appointed to officiate under a three (3) umpire system will receive an adjusted standard pay rate. This three-way payment will be calculated as follows;
- The standard two umpire rate will be doubled, then divided by three (3). This rate will then be paid evenly to each umpire before each umpire receives the additional payment there are entitled to under clause 7.7
- 7.7 A pool of \$750 per round will be allocated to fund three (3) umpire games. This is applicable for field and boundary umpire appointments only. The \$750 pool from each round of games from the respective month will be totaled together and split evenly between any umpire (field or boundary umpire) completing a three (3) umpire appointment.
- 7.8 The maximum payment available for any given three (3) umpire appointment will be capped at the respective two umpire pay rate for that game.
- 7.9 Any excess funds saved in a month where clause 7.8 is used would be put back into the pool for future months umpire payments.
- 7.10 Field umpires appointed to officiate matches under a one (1) umpire system will receive their standard match fee as set out in schedule 1 along with an additional 15% loading of their standard match fee.

8. SECURITY

- 8.1 The SFNL shall use its best endeavours to ensure that at least one representative from each participating club is in attendance at all SFNL Matches so as to provide reasonable protection for the Umpire, including, without limitation;
- 8.1.1 escorting the Umpire from the umpires' changing facilities to the ground and to the centre of the ground prior to the commencement of the first and third quarters;
- 8.1.2 escorting the Umpire from the ground to the umpires' changing facilities at the conclusion of the second and final quarters; and

8.1.3 standing with the Umpire during the quarter time and three-quarter time breaks.

8.2 The SFNL shall use its best endeavours to ensure that 2 members of the Victorian Police Force are in attendance at all Finals Series matches, in addition to 2 designated SFNL Umpire Escorts, so as to provide reasonable protection for the Umpire, which shall include attending to those procedures required by clause 8.1 of this Agreement.

8.3 The SFNL shall use its best endeavours to ensure that changing facilities provided to the Umpire at SFNL Matches are locked at all times when the Umpire is performing his or her duties on the field.

8.4 The SFNL shall use its best endeavours to ensure that secure, "raced" access to the umpires' changing facilities is provided at all Finals Series matches.

9. SECULAR EMPLOYMENT

9.1 The SFNL shall not prevent the Umpire from engaging in secular employment.

9.2 The SFNL shall assist the Umpire in balancing his secular employment obligations with the Umpires' obligations under this Agreement.

10. INSURANCE

The SFNL undertakes to implement public liability insurance cover for Umpires contracted to the SFNL together with a professional indemnity policy for such Umpires for a total cover of \$10,000,000 and \$1,000,000 respectively. Copies of such policies of insurance may be inspected by the Umpire at SFNL Headquarters during normal working hours, and the SFNL hereby agrees to:-

10.1 maintain such policies at all times during the remainder of the Term; and

10.2 provide all reasonable assistance to the Umpire in the event of any claim arising under such policies.

10.3 maintain appropriate Workers Compensation insurance cover for Umpires in the performance of their duties.

11. RELEASE AND INDEMNITY

11.1 To the full extent permitted by law, the SFNL releases and discharges the Umpire for all claims and demands on the Umpire arising directly or indirectly in connection with this Agreement.

11.2 The SFNL assumes liability for, indemnifies and will keep indemnified the Umpire from and against all loss, damage and liability arising directly or indirectly in

connection with this Agreement.

12. TERMINATION

This Agreement may be terminated:-

12.1 immediately upon notice of termination given to the Umpire by the SFNL if the Umpire engages in misconduct;

12.2 subject to the further provisions of this clause, immediately upon notice of termination given to the SFNL by the Umpire if the SFNL is in breach of any of its obligations under this Agreement.

The parties agree that the Umpire shall not be entitled to give notice under clause 12.2 unless:-

- [a] he or she has, not less than 14 days prior to the giving of notice under clause 12.2, given notice to the SFNL containing full particulars of the alleged breach; and
- [b] such breach remains unremedied by the SFNL for the said period of 14 days.

The parties further agree that the SFNL may within the said period of 14 days, refer the question of whether or not it is in breach of its obligations under this Agreement, to a Nominee in accordance with clause 13 of this Agreement, in which case the Umpire shall not be entitled to give notice under clause 12.2:-

- [a] until 2 clear days after the Nominee has served a copy of its determination that the SFNL is in breach of its obligations under this Agreement on the SFNL and;
- [b] where the breach determined to have occurred remains unremedied by the SFNL after the said period of 2 clear days.

13. DISPUTE RESOLUTION

Upon any dispute or matter involving the Umpire and the SFNL arising out of or in respect of this Agreement, the procedure set out below will apply:-

13.1 the Umpire or the SFNL [as the case may be] will raise the dispute with the Umpiring Department, providing full details of the dispute or matter and true copies of any relevant documents;

13.2 Failing resolution after 14 days either the Umpire or the SFNL may refer the dispute or matter to an independent person, with an appropriate background in sport, to be nominated for the purpose by the President of the Institute of Arbitrators Australia ["the Nominee"];

13.3 The Nominee must upon such a reference, notify the SFNLUA and the SFNL or the Umpire [as the case may be], who will each have a right to be heard in respect of the dispute or matter;

13.4 In respect of any dispute or matter referred to it, the Nominee may seek to conciliate

the dispute or matter with the parties before determining the dispute or matter;

- 13.5 At a hearing and determination of the dispute or matter the Nominee will have the power to determine his or her own procedures, provided that the Umpire shall be entitled to be represented by a person of his or her choice at such a hearing or determination; and
- 13.6 The Nominee shall act as an expert and not an arbitrator and shall give a written decision to all parties to the dispute within 7 days of his appointment;
- 13.7 Any costs associated with the referral of any dispute to a Nominee under this clause shall be borne by the SFNL.

14. NOTICES

All notices required to be given under this Agreement shall be in writing signed by or on behalf of the sending party and sent by certified or security mail with postage prepaid, by hand delivery to the other party at the address of the other party set out in this Agreement, or by facsimile. All such notices shall be deemed to have been duly given or made two days after being deposited in the mail with postage prepaid, when delivered by hand or if sent by facsimile, upon conclusion of transmission with receipt acknowledged.

15. FURTHER ASSURANCE


Each party to this Agreement shall do, sign and execute all deeds, schedules, acts, documents and things as may be reasonably required by the other party to effectively carry out and give effect to the terms and intentions of this Agreement.

16. GENERAL

- 16.1 A waiver by any party of any of the terms and conditions of this Agreement in anyone case shall not be deemed or construed to be a waiver of such term or condition for the future or for any other subsequent breach of such term and condition.
- 16.2 This Agreement constitutes the sole and entire agreement between the parties, save for the Laws in respect of which the Umpire has agreed to be bound. No warranties, representations, guarantees or other terms or conditions of whatsoever nature not contained and recorded herein shall be of any force or effect.
- 16.3 The terms of this Agreement shall not be varied except by an instrument in writing signed by each of the parties.
- 16.4 If any provision of this Agreement shall be invalid or not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.

EXECUTED as an Agreement.

SIGNED BY:
Alan Manning
President
Southern Football league Umpires Association



In the presence of:

WITNESS



THE COMMON SEAL OF
SOUTHERN FOOTBALL LEAGUE INC
(ABN 81 295 351 439) was affixed in
accordance with its constitution in the
presence of


}
}
}
}
}
}

General Manager Operations


ADAM SPARROW

In the presence of:

WITNESS



Home & Away Season - Umpire Pay Rates (2017 - 2020)

FIELD	2016	2017	2018	2019	2020
Division 1	Seniors \$142.05	\$144.90	\$147.80	\$149.78	\$150.77
	Reserves \$102.20	\$105.06	\$107.97	\$109.05	\$110.14
Division 2	Seniors \$121.91	\$124.35	\$126.84	\$128.10	\$129.38
	Reserves \$93.72	\$97.63	\$99.99	\$100.38	\$101.59
Division 3	Seniors \$111.04	\$114.00	\$116.46	\$117.92	\$118.70
	Reserves \$80.68	\$82.49	\$84.34	\$85.29	\$86.24
Under 19s	NA	\$97.73	\$101.68	\$102.70	\$103.72
Thirds	NA	\$111.56	\$116.07	\$117.23	\$118.40

BOUNDARY	2017	2018	2019	2020	
Division 1	Seniors	\$93.52	\$95.39	\$96.35	\$97.31
	Reserves	\$71.38	\$72.11	\$73.38	\$74.11
Division 2	Seniors	\$82.21	\$83.86	\$84.69	\$85.54
	Reserves	\$67.53	\$68.19	\$69.88	\$70.58
Division 3	Seniors	\$77.08	\$78.62	\$79.41	\$80.20
	Reserves	\$64.48	\$65.08	\$66.76	\$67.66
Under 19s	NA	\$68.50	\$69.18	\$69.88	\$70.58

GOAL	2017	2018	2019	2020	
Division 1	Seniors	\$78.59	\$80.16	\$81.77	\$82.58
	Reserves	\$61.46	\$62.69	\$63.94	\$64.58
Division 2	Seniors	\$70.53	\$71.94	\$73.38	\$74.11
	Reserves	\$57.43	\$58.58	\$59.75	\$60.35
Division 3	Seniors	\$66.50	\$67.83	\$69.19	\$69.88
	Reserves	\$54.41	\$55.40	\$56.61	\$57.17
Under 19s	NA	\$58.58	\$59.75	\$60.35	\$60.95

NOTES:
Individual Field Umpire Pay Rate Standard match fee - 15% loading.

Three Umpire Pay Rate (applicable to field and boundary umpires only)
Umpires (field or boundary) appointed to officiate under a three (3) umpire system will receive an adjusted standard pay rate. This three-way payment will be calculated as follows.

The standard two umpire rate for the respective game will be doubled, then divided by three (3). This rate will then be paid evenly to each umpire.

Each umpire will then receive an additional loading payment from a pool of funds that will be allocated monthly and split evenly between any umpire (field or boundary) completing a three (3) umpire appointment. The maximum payment available for any given three (3) umpire appointment will be capped at the respective two umpire rate. This additional payment may vary from month to month depending on the number of three umpire appointments.

Tribunal Travel Allowance	\$15
Committee	Payable for each date on which the umpire is required to attend the SFNL Tribunal or SFNL Disciplinary Committee.

SCHEDULE 1

Minor Finals - Umpire Pay Rates (2017 - 2020)

FIELD	2016	2017	2018	2019	2020
Division 1	Seniors \$156.17	\$159.29	\$162.48	\$164.10	\$165.75
	Reserve \$113.85	\$116.13	\$118.45	\$119.43	\$120.82
Division 2	Seniors \$136.02	\$138.74	\$141.52	\$142.99	\$144.36
	Reserve \$104.78	\$106.86	\$109.01	\$110.10	\$111.20
Division 3	Seniors \$123.92	\$126.40	\$128.93	\$130.27	\$131.92
	Reserve \$100.75	\$102.77	\$104.82	\$105.87	\$106.93
Under 19s	NA	\$107.80	\$109.95	\$112.16	\$114.41

BOUNDARY	2016	2017	2018	2019	2020
Division 1	Seniors \$101.76	\$103.80	\$105.87	\$106.93	\$108.00
	Reserve \$77.58	\$79.13	\$80.71	\$81.52	\$82.34
Division 2	Seniors \$90.68	\$92.49	\$94.34	\$95.28	\$96.24
	Reserve \$72.54	\$73.99	\$75.47	\$76.23	\$76.99
Division 3	Seniors \$82.62	\$84.27	\$85.96	\$86.82	\$87.69
	Reserve \$70.53	\$71.94	\$73.38	\$74.11	\$74.85
Under 19s	NA	\$73.55	\$75.02	\$76.52	\$77.29

GOAL	2016	2017	2018	2019	2020
Division 1	Seniors \$87.65	\$89.40	\$91.19	\$92.10	\$93.02
	Reserve \$67.60	\$68.85	\$70.23	\$70.93	\$71.64
Division 2	Seniors \$77.58	\$79.13	\$80.71	\$81.52	\$82.34
	Reserve \$63.47	\$64.74	\$66.03	\$66.69	\$67.36
Division 3	Seniors \$72.54	\$73.99	\$75.47	\$76.23	\$76.99
	Reserve \$60.45	\$61.65	\$62.89	\$63.52	\$64.16
Under 19s	NA	\$64.74	\$66.03	\$66.69	\$67.36

Grand Finals Umpire Pay Rates (2017 - 2020)

FIELD	2016	2017	2018	2019	2020
Division 1	Seniors \$171.78	\$174.71	\$178.00	\$179.98	\$181.78
	Reserve \$123.92	\$126.40	\$128.93	\$130.27	\$131.92
Division 2	Seniors \$147.10	\$150.04	\$153.04	\$154.57	\$156.12
	Reserve \$113.65	\$116.13	\$118.45	\$119.65	\$120.83
Division 3	Seniors \$136.02	\$138.74	\$141.52	\$142.99	\$144.36
	Reserve \$108.81	\$110.99	\$113.71	\$114.34	\$115.48
Under 19s	NA	\$119.21	\$121.59	\$122.81	\$124.04

BOUNDARY	2016	2017	2018	2019	2020
Division 1	Seniors \$109.82	\$112.02	\$114.26	\$115.40	\$116.55
	Reserve \$83.62	\$85.29	\$87.00	\$87.87	\$88.75
Division 2	Seniors \$93.74	\$100.71	\$102.73	\$103.76	\$104.79
	Reserve \$78.59	\$80.16	\$81.77	\$82.58	\$83.41
Division 3	Seniors \$91.68	\$93.51	\$95.38	\$96.34	\$97.30
	Reserve \$76.57	\$78.10	\$79.66	\$80.46	\$81.26
Under 19s	NA	\$81.18	\$82.81	\$83.63	\$84.47

GOAL	2016	2017	2018	2019	2020
Division 1	Seniors \$96.72	\$98.63	\$100.63	\$101.63	\$102.65
	Reserve \$72.54	\$73.99	\$75.47	\$76.23	\$76.99
Division 2	Seniors \$88.67	\$89.29	\$91.00	\$91.87	\$92.75
	Reserve \$68.51	\$69.86	\$71.28	\$71.99	\$72.71
Division 3	Seniors \$78.59	\$80.16	\$81.77	\$82.58	\$83.41
	Reserve \$65.49	\$66.80	\$68.14	\$68.82	\$69.51
Under 19s	NA	\$68.86	\$71.28	\$71.99	\$72.71