

MEMORANDUM OF UNDERSTANDING

BETWEEN



WACA
WESTERN AUSTRALIAN
CRICKET ASSOCIATION

WESTERN AUSTRALIAN CRICKET ASSOCIATION LIMITED

AND



WACUA

WESTERN AUSTRALIAN CRICKET UMPIRES' ASSOCIATION INCORPORATED

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AGREEMENT TERMS

This agreement is made on Monday, 3 December 2018.

Between:

- (a) **WESTERN AUSTRALIAN CRICKET ASSOCIATION LIMITED** of Nelson Crescent, East Perth, Western Australia (“Association”); and
- (b) **WESTERN AUSTRALIAN CRICKET UMPIRES’ ASSOCIATION INCORPORATED** of Nelson Crescent, East Perth, Western Australia (“WACUA”)

RECITALS

- (a) The Association and the WACUA are desirous of entering in to this Agreement to reflect the collaborative and mutually beneficial continuing relationship between the Association and the WACUA.
- (b) The Association acknowledges that a strong and vibrant WACUA is crucial for the recruitment and retention of Umpires for the WA Premier Cricket competition.
- (c) The Agreement also acknowledges the significant level of commitment and professionalism required of Umpires in WA Premier Cricket.
- (d) This Agreement has been agreed upon by the Association and WACUA and operates in conjunction with any policies or manuals produced annually.
- (e) It is intended that the relationship between the Association and the WACUA be in perpetuity.

Whereby it is agreed:

DEFINITIONS

“Agreement” means this Agreement and includes any schedule to it.

“Association” means the Western Australian Cricket Association Incorporated.

“Date of this Agreement” means the date the last of the parties executes this Agreement.

“Insurer” means the insurer of the NCIS.

“Issue” means any dispute or disagreement relating to, or in connection with any matter described in the Agreement.

“NCIS” means the National Club Insurance Scheme operated by Cricket Australia.

“Party” means the Association or the WACUA depending on the context, and includes their successors and assigns, and “Parties” has a corresponding meaning.

“State” means the State of Western Australia.

“Term” means the Term of this Agreement.

“Season” means the Cricket season from 1 August each year to 31 July the following year.

“Umpires” means individuals who are officiating in the WA Premier Cricket competition.

“Match day” means a full day in which an Umpire is expected to officiate.

“Umpire Handbook” means the WA Premier Cricket Umpire Handbook which is a formal document the Association produces at the start of every season in consultation with WACUA that outlines the relevant policies and guidelines that an umpire must abide by when serving WA Premier Cricket or any other competition under the jurisdiction of the Association.

“WWC Check” means the Western Australian government working with children check.

1. DURATION AND REVIEW OF THE AGREEMENT

1.1 Length of the Agreement

1.1.1 The Agreement is for the 2019-20 Cricket season.

1.2 Review of Agreement

1.2.1 Upon the request of the Association or WACUA the Agreement may be reviewed two (2) months prior to the end of the current season. Any amendment to the Agreement requires both parties’ endorsement.

1.3 Renewal of Agreement

1.3.1 The Association and WACUA may renew the agreement for the following Cricket season(s) if both parties agree at least two (2) weeks prior to the end of the current season.

2. REGISTRATION OF UMPIRES

2.1 General

2.1.1 The Association acknowledges the WACUA as being the representation body for its members.

2.1.2 Either body is permitted to register Umpires as they deem necessary to comply with applicable constitutions and/or law.

2.1.3 A single registration process may be allowed if both parties agree on the process to be implemented.

2.2 Premier Cricket Registration Fee

2.2.1 Upon registration as a WA Premier Cricket Umpire, the Umpire shall pay an annual registration fee of an amount determined by the parties. Note however sub-clause 5.3.2 below.

2.2.1.1 The registration fee shall be inclusive of the WACUA “full member” membership fee when the Umpire has chosen to become a WACUA member subject to the Umpire being approved by the WACUA management committee. In the event the WA

Premier Cricket Umpire has not become a WACUA member, the Association shall retain the full registration fee.

- 2.2.1.1.1 The WACUA shall inform the Association of all its Life Members for the purposes of facilitating a partial refund of the registration fee for these Umpires. The refund process shall be agreed in writing between both parties at the time of the yearly review per 2.2.1.3 below.
- 2.2.1.1.2 The WACUA shall inform the Association of its newly registered and approved members within fourteen (14) days of its management committee meetings.
- 2.2.1.1.3 The Association shall make payment of the WACUA membership fees for all members it has been notified of at least twice a season. The first payment must take place prior to 31 December each season.
- 2.2.1.2 The registration fee cannot be increased during the season in progress unless it has both parties' endorsement. Either party may approach the other party in the event they wish for the registration fee to be increased.
- 2.2.1.3 A yearly review of the registration fee shall take place prior to the WACUA Annual General Meeting in July and when the Association financial budget is submitted for next season. In this review, both parties shall inform each other of any change to its own portion of the registration fee so a suitable amount can be agreed upon.

2.3 Eligibility of WACUA Membership

- 2.3.1.4 The Association agrees that the WACUA reserve the right to reject, suspend or remove any Umpire of the Association from its membership as per its constitution.
- 2.3.1.5 Both parties shall work together to minimise conflict that may arise because of any rejection, suspension or removal. The WACUA decision on any such matter however shall be final.
- 2.3.1.6 The Association agrees that the WACUA reserve the right to offer different tiers of membership. These tiers may or may not be covered by the registration fee, as agreed by both parties per 2.2.1.3 above.

2.4 Eligibility to Umpire for the Association

- 2.4.1.7 The WACUA agrees that the Association reserve the right to not appoint members of the WACUA to the WA Premier Cricket competition or any other competition under the jurisdiction of the Association if the individual has breached the policies associated in relation to conduct and behaviours as referenced to in the Umpire Handbook.
- 2.4.1.8 In the event of a breach the WACUA may offer mediation capabilities to the Association and the Umpire involved to help resolve the matter.
- 2.4.1.9 Both parties shall work together to minimise conflict that may arise because of any WACUA member not being appointed by the Association. The Association decision on any such matter however shall be final.

3. CONSULTATION

3.1 Consultation

- 3.1.1 With an ever-changing competition and general cricket landscape all parties agree to ensure that all parties are adequately informed and consulted prior to the introduction of any changes to working conditions, umpiring list structure and/or any other item which may impact on Umpires and/or umpiring in the WA Premier Cricket competition.
- 3.1.2 All parties agree to make themselves available at a mutually convenient time and place should any issues for either party arising from the Agreement be required to be discussed.

3.2 Issue Identification and Resolution

- 3.2.1 If any issue arises out of or relates to the Agreement or any other dealings between the Association and WACUA the parties agree to follow the following sub-clauses to resolve the issue.
- 3.2.2 Either party claiming that an issue has arisen may give written notice citing this clause to the other party specifying the nature of the issue.
- 3.2.3 On receipt of the notice pursuant to sub-clause 3.2.2 by the other party, the Association and WACUA must endeavour in good faith to resolve the issue expeditiously between the parties. A response within seven (7) days is the expected timing to any formal notice.

4. TRAINING AND ACCREDITATION

4.1 Umpire Handbook

- 4.1.1 The upkeep of the Umpire Handbook is the responsibility of the Association.
- 4.1.2 Both parties shall agree to the contents of the Umpire Handbook before its release to all Umpires.
- 4.1.3 The Umpire Handbook shall be made available to all Umpires at least six (6) weeks prior to the first weekend of WA Premier Cricket unless both parties agree for it to be released at a later time.
- 4.1.4 Changes to the Umpire Handbook during the season is permitted so long as both parties agree as per 4.1.2 above.

4.2 Training and Accreditation

- 4.2.1 Umpires are requested to meet the obligations for both training and accreditation as outlined in the Umpire Handbook. These obligations do not warrant a breach to conduct or behaviour as outlined by 2.4.1.7.

4.3 Working with Children Check

- 4.3.1 Umpires must obtain a WWC Check at their own cost. If not sponsored by the Association a copy of the WWC check must be given to the Association before the umpire can officiate in any match under the control of the Association.
- 4.3.2 In the event an Umpire has a Negative Notice or Interim Negative Notice issued, the Umpire immediately becomes ineligible to officiate in the WA Premier Cricket competition or any other competition under the jurisdiction of the Association.

5. MATCH PAYMENT

5.1 Notification of Match Payments

- 5.1.1 Match payment for the season shall be defined in the Umpire Handbook.
- 5.1.2 In the event match payments have not been approved in time for the Umpire Handbook publication, the information shall be omitted and added once approval is finalised.

5.2 Changing Match Payments

- 5.2.1 Alterations to match payments for the following season are to be made after consultation between both parties and must be completed by 31 December.
- 5.2.2 The Association must inform the WACUA of all criteria and restrictions with match payments included but not limited to indicative budgets, technological challenges and potential change to match format for the following season.
- 5.2.3 Match payments once approved by the Association board are final and shall not be modified for that season.

5.3 Minimum Umpiring Numbers per Fixture

- 5.3.1 The Association shall appoint the following number of Umpires per match.
 - 5.3.1.10 WA Premier Cricket Senior Grades: Two (2) Umpires per match.
 - 5.3.1.11 WA Premier Cricket Junior Grades: One (1) Umpire per match.
 - 5.3.1.12 WA Premier Cricket Female Grades: Two (2) Umpires per match.
 - 5.3.1.13 All Finals matches: Two (2) Umpires per match.
 - 5.3.1.14 Other competitions under jurisdiction of the Association: As needed.
- 5.3.2 In the event the Association does not have enough Umpires to meet the minimum numbers required for any given match, casual Umpires who have not paid a WA Premier Cricket registration fee may be utilised. The casual Umpire must not officiate in more than four (4) matches in two (2) consecutive months, or exceed a total of six (6) matches throughout the season.
- 5.3.3 In matches where two (2) Umpires are required but only one (1) Umpire is appointed or officiates, the officiating Umpire is entitled to one half (50%) of the other Umpire's match payment.

5.4 Abandoned Games

- 5.4.1 If a match is called off within two (2) hours of the scheduled start time the Umpire(s) will be entitled to full match payment.
- 5.4.2 If a multiple day match concludes with full days to spare the Umpire(s) will be paid for those days unless otherwise re-appointed to another match on the same day that pays the equivalent amount or more than that of the previous appointment.

6. AVAILABILITY

6.1 General

- 6.1.1 The Association recognises that Umpires may, from time to time, have important family and/or personal obligations (e.g. weddings) that require flexibility with appointments with regards to day and/or location. The Association will endeavour to accommodate all reasonable requests.

7. INSURANCE

7.1 National Club Insurance Scheme

- 7.1.1 The Association will provide personal accident insurance for Umpires under the Cricket Australia NCIS.
- 7.1.2 Upon request, the Association will provide a certificate of currency to the WACUA for this policy at the commencement of each season.

8. OCCUPATIONAL HEALTH AND SAFETY

8.1 Heat Policy

- 8.1.1 The Association will endeavour to ensure no match is played outside of WA Premier Cricket's heat policy.

9. FACILITIES

9.1 Match Day

- 9.1.1 The Association will make available appropriate change room facilities for the benefit of an Umpire at all WA Premier Cricket matches.
- 9.1.2 As more female Umpires become involved suitable change rooms will be endeavoured to be provided.

10. TRIBUNAL

10.1 Tribunal Process

- 10.1.1 This clause is subject to the Tribunal Procedures document that applies to Umpires participating in the Tribunal process. To the extent of any inconsistency, the Tribunal Procedures document shall prevail.
- 10.1.2 The Association acknowledges an Umpires important role in the tribunal process and accordingly will ensure:
- 10.1.2.15 All tribunal hearings are to be held on a Wednesday night unless otherwise advised. Where less than one (1) days' notice to the Umpires involved has been given their attendance may be via teleconference or via other technological facilities.
- 10.1.2.16 The Association will ensure a representative is present at all tribunal hearings to prosecute the alleged offence on behalf of the WADCC/WAFCC.

- 10.1.2.17 Umpires will attend the tribunal only to provide evidence of the alleged incident witnessed and reported.
- 10.1.2.18 Umpires are permitted to have an advocate in attendance as arranged by the WACUA.

11. UNIFORMS

11.1 Off Field Uniform

- 11.1.1 The WACUA will endeavour to have available off field uniform for Umpires, that are WACUA members, to purchase in September of each season.
- 11.1.2 The price to charge, if at all, for the off-field uniform to Umpires will be at the discretion of the WACUA alone. The price will not be considered included in the registration fee as defined in sub-clause 2.2 above.
- 11.1.3 In the event of low or no stock to sufficiently cover new Umpires, the WACUA shall inform the Association as soon as possible of when stock will become available. Stock supply shall be replenished before the end of the season at the latest.
- 11.1.4 The WACUA shall promote that all Umpires arriving to ground wear what is required of them as outlined in the Umpire Handbook.
- 11.1.5 Co-branding on the off-field uniform may be permitted if both parties and their relevant sponsors agree on any such arrangement and there are no conflicts with the Association's list of protected Partners.
- 11.1.6 The production of the off-field uniform shall be at the sole discretion of the WACUA.

11.2 Match Day Uniform

- 11.2.1 Upon appointment to WA Premier Cricket, Umpires will be provided Match Day uniforms as specified in the Umpire Handbook.
- 11.2.2 The Umpire shall have the ability to request an additional clothing item at cost to the Umpire. The cost of such items shall be agreed in the Umpire Handbook.
- 11.2.3 In addition to clause 11.2.2 above, the Umpire shall be able to request an alternative clothing item, such as a wet weather spray jacket, covered either fully or partially by the registration fee as agreed to by both parties at the start of each season, instead of the default issued item (a shirt).
- 11.2.4 When the Association changes the design or sponsor of their Match Day uniforms, the Association shall replace all items the Umpire has in good and useable condition. For example, a replacement shirt of all appropriate colours and any previously purchased spray jackets.
- 11.2.5 The Association will replace any Match Day uniform that is damaged due to the wear and tear of the item. Where a Match Day uniform is lost or stolen, it will be replaced at the Umpire's cost.
- 11.2.6 The wearing of Match Day uniforms remains totally restricted to the WA Premier Cricket competition unless otherwise authorised by the Association.
- 11.2.7 The production of the on-field uniform shall be at the discretion for the Association.

12. SPONSORSHIP

12.1 The WACUA

- 12.1.1 The WACUA agrees to not enter into an agreement or promote a partner that conflicts with the Association's and Cricket Australia's protected list of Commercial Partner and respective categories. The protected list will be provided to the WACUA by 30 August each year. Any potential conflicts should be brought to the attention of the Association prior to engagement with the Commercial partner.
- 12.1.2 Where possible the Association will assist the WACUA in obtaining the benefit of any sponsorship arrangements they already have or may be obtaining.

12.2 The Association

- 12.2.1 The Association will retain the right to enter into an arrangement with a private sponsor as they see fit.

13. BENEFITS TO THE ASSOCIATION

13.1 General

- 13.1.1 The WACUA will do everything in its powers to promote cricket in Western Australia on behalf of the Association when requested.
- 13.1.2 The WACUA will promote and try to create a positive and inclusive culture for the WA umpiring community.

13.2 Training and Development

- 13.2.1 The Association may run training and development sessions at the WACUA General Meetings held throughout the course of the season.
- 13.2.2 The training to be provided to the Umpires shall be at the sole discretion of the Association. The WACUA may however from time to time provide suggestions or topics of training that it would like to see provided to the Umpires attending the meetings.

13.3 WACUA Olly Cooley Medal Night

- 13.3.1 The WACUA agrees to the Association coordinating, planning and running the WACUA Olly Cooley Medal Night and making small adjustments to the formalities of the night without the need for consultation. The date and venue on which the event shall be held is also at the sole discretion of the Association.

14. BENEFITS TO THE WACUA

14.1 Financial Support

- 14.1.1 The Association will pay up to \$1500.00 Australian Dollars contribution to the WACUA in benefit to function(s) and/or event(s) the WACUA may wish to hold at the Association home ground.
- 14.1.2 Any WACUA function covered by the benefit deal must not conflict with any sponsorship commitments of the Association.

14.2 Use of WACA Facilities

14.2.1 The Association will provide the use of the WACA Ground meeting room for WACUA committee meetings as required.

14.3 WACUA Annual Membership Subscriptions

14.3.1 The Association will aid the WACUA with the payment of annual membership subscriptions by Umpires by deduction through the umpire payment system and the Association registration fee.

14.4 WACUA Olly Cooley Medal Night

14.4.1 The Association will subsidise the cost of tickets to the WACUA Olly Cooley Medal Night hosted by the Association by \$25.00 Australian Dollars per WACUA member.

14.4.2 The cost of the ticket shall not be considered a part of the registration fee per subclause 2.2 above.

14.4.3 The Association will provide one (1) free ticket to each Life Member of the WACUA and up to three (3) free tickets to each family whose name is used for the four (4) grade fairest & best and Peter McConnel Medals.

14.4.4 The Association will fund the cost of all four (4) grade fairest & best medals and one (1) Peter McConnell medal.

14.4.5 The WACUA President shall be entitled to make the opening address at the WACUA Olly Cooley Medal Night. In the event of his/her absence, he/she may nominate a member of the WACUA management committee to speak on their behalf. The decision on such nomination shall be at the sole discretion with the WACUA.

14.5 Membership of the Association

14.5.1 The Association will provide membership benefits to Umpires as detailed in ***Appendix A – WACA Membership Incentive to WACUA members.***

15. ASSIGNMENT

15.1 Transfer

15.1.1 No party may assign or transfer any of its rights or obligations under this Agreement without the prior consent in writing of the other Parties, which consent shall not be unreasonably withheld.

16. RELATIONSHIP BETWEEN PARTIES

16.1 Transfer

16.1.1 Nothing in this Agreement is intended to create a partnership relationship between the Association and the WACUA. Accordingly, a party is not to be held responsible for or liable for any act or omission of the other party and nothing in this Agreement authorises any party to pledge the credit of the other party.

16.2 Conduct

- 16.2.1 The parties agree to conduct their activities in relation to this Agreement in good faith, which includes:
- (a) acting fairly, reasonably and honestly;
 - (b) all things reasonably to be expected in the context of this Agreement;
 - (c) not impeding or restricting another Party's performance of its obligations under this Agreement; and
 - (d) requiring the party's representatives to act in good faith.

EXECUTED by the parties as an Agreement

WESTERN AUSTRALIAN CRICKET ASSOCIATION LIMITED

Signature of Authorised Representative

Name of Authorised Representative

Position Held

Date

WESTERN AUSTRALIAN CRICKET UMPIRES' ASSOCIATION INCORPORATED

Signature of Authorised Representative

Name of Authorised Representative

Position Held

Date

APPENDIX A – WACA MEMBERSHIP INCENTIVE TO WACUA MEMBERS

WA Premier Cricket Umpires that are members of the WACUA and have met the minimum requirement for a season of service, as defined below for the previous season, are eligible to take advantage of the “Umpire Incentive Program” for as long as their membership status with the WACUA remains current.

Formula to determining a season of service and eligibility:

1. WACA membership benefits will be determined by an Umpires years of service and their active participation in Umpiring.
2. An Umpire will gain a year of service once they have umpired eight (8) matches in any grade in a season.
3. If an Umpire fails to meet this criteria in a season, their years of service will be reduced by one (1) year.
4. To gain free WACA membership an Umpire must have at least five (5) years of service, be registered to umpire and have indicated their availability for the upcoming season.
5. All Umpires who are registered to umpire and have indicated their availability in any season who have less than five (5) years of service, will be able to purchase a WACA membership at the appropriate rate without having to go on a waiting list.
6. The Association will be responsible for recording the years of service of each Umpire.
7. An umpire may approach the Association for a year of absence where their years of service is not reduced. This request of leave shall be used for reasonable circumstances such as health issues, pregnancy and family related matters. The Association shall not reasonably withhold such request.