
QUEENSLAND RUGBY UNION

COMMUNITY RUGBY PLAYER PAYMENT POLICY

Policy No: QRU002 – Community Rugby Player Payment Policy

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1. Policy Overview

1.1 Policy Statement

Queensland Rugby acknowledges it is obliged to comply with the Laws and Regulations of the game as issued by the Australian Rugby Union (ARU) and World Rugby (WR).

Queensland Rugby recognises that WR has issued a specific Regulation in respect of Player Status, Player Contracts and Player Movement (WR Regulation 4). The regulation provides that:

- a) a player may receive Material Benefit from a Union;
- b) a Union may permit any Rugby Body or Club in membership of that Union to provide Material Benefit to any Player;
- c) any player receiving Material Benefit from a Union, Rugby Body or Club must have in place a written agreement with such Union, Rugby Body or Club.

Queensland Rugby also recognises the terms of the Rugby Union Collective Bargaining Agreement (CBA) that governs the terms and conditions of the employment of professional rugby players in Australia. As such, the document is responsible for detailing items such as but not limited to:

- a) Training and playing conditions and obligations;
- b) Player payments;
- c) Annual leave and rest periods;
- d) Minimum levels of health and accident insurance; and
- e) Treatment of players' image rights.

1.2 Policy Coverage

The policy applies to participants in all rugby competitions/matches played in accordance with the laws of the game of Rugby Union in Queensland.

1.3 Objective

The objective of this policy is to provide guidelines to Clubs on the provision of payments and/or other material benefits to players in semi-professional and amateur competitions.

2. Definitions

2.1 Definitions

- a) **ARU** is the Australian Rugby Union Ltd.
- b) **Club** means a body or organisation affiliated directly or indirectly to a Union.
- c) **Collective Bargaining Agreement** is a document agreed to by RUPA with the Rugby Bodies (the ARU and the State Unions), which governs the terms and conditions of the employment of professional rugby players in Australia.
- d) **Community Rugby Club** is the rugby body that is a participant of the competition.
- e) **Community Rugby Player** is an amateur participant of the competition
- f) **Competition Manager** is the person deemed responsible for the day to day operational management of the competition.
- g) **Judiciary** is the Sub Committee as appointed by the Management Committee.
- h) **Management Committee** is the committee elected to oversee the management of the competition.
- i) **Material Benefit** means money, consideration, gifts or any other benefits whatsoever promised or given to a person or any other individual, body corporate, partnership (or any other entity or body whether incorporated or not) at his direction in respect of such person's participation in Rugby Union.
- j) **Modern Award** means the relevant industry or occupation based Modern Award, as approved by the Fair Work Commission, setting out the minimum terms and conditions of employment for employees in that industry or occupation
- k) **NES** means the National Employment Standards within the *Fair Work Act 2009* (Cth) setting out the minimum terms and conditions for employees within the national employment system
- l) **Premier Rugby** means the competition with the following grades:
 - a. Premier Grade
 - b. Premier Reserve Grade
 - c. Premier Colts (U19)
- m) **Professional Rugby Player** is a player contracted under the terms of the ARU/RUPA Collective Bargaining Agreement or associated agreements
- n) **QRU** is the Queensland Rugby Union Ltd.
- o) **Rugby Body** means a provincial union, district, state, group of Clubs, tournament organiser, or similar organisations, recognised by and/or affiliated directly or indirectly to a Union.
- p) **The Association** is the Rugby Union Association of the local district.
- q) **Union** means every national rugby Union for the time being in membership of the IRB.
- r) **WR** is World Rugby

3. Ordinary Benefits

3.1 Definition

The **ordinary benefits** of a Community Rugby Club are defined as follows:

- Provision of playing and training facilities
- Provision of access to a gym or equivalent facility
- Reasonable provision and maintenance of sports equipment
- Reasonable provision and maintenance of playing apparel
- Provision of suitably qualified coaches
- Provision or reimbursement of the costs of Rugby related education courses
- Provision of insurance cover
- Provision of medical treatment
- Reasonable provision of food & drink in the normal activities of the club

The benefit value will be assessed in Australian Dollars (\$A) or the retail value of any benefit.

3.2 Application

For the purposes of this policy **ordinary benefits** as defined in clause 3.1 are not considered a payment or **Material Benefit** assessable under the terms of this policy.

Provision by a club of **ordinary benefits** to any player(s) are not subject to the annual club declaration and audit as defined in clauses 6 and 7.

A **Community Rugby Player** is eligible to receive an **ordinary benefit** to play Rugby Union at a club.

A **Professional Rugby Player** is eligible to receive any **ordinary benefit** to play Rugby Union at a club.

4. Assessable Benefits

4.1 Definition

The **assessable benefits** of a Community Rugby Club are defined as follows:

- Provision of a wage or salary
- Provision of match payments
- Provision of any other financial benefit to play Rugby at the club
- Provision of housing or accommodation
- Provision of a motor vehicle
- Provision of an education scholarship
- Provision of employment in lieu of playing at the club
- Reimbursement of travel expenses incurred by players and officials
- Provision of any other material benefit to play Rugby at the club

The benefit value will be assessed in Australian Dollars (\$A) or the retail value of any Material Benefit.

4.2 Club Employment

A club is permitted to enter into an employment agreement with a **Community Rugby Player** providing that:

- a) Employment arrangements comply with the prevailing statutory requirements;
- b) Wages and conditions are set and capped as per the Modern Award and NES;
- c) Employment arrangements are declared in the **annual club declaration** as defined in clause 7 and;
- d) Employment documentation including but not limited to employment contracts, timesheets, PAYG withholding annual reports etc. are subject to annual **audit** as defined in clause 8.

4.3 Application

For the purposes of this policy **assessable benefits** as defined in clause 4.1 are considered a payment or **Material Benefit** assessable under the terms of this policy.

A Community Rugby Player is eligible to receive an **assessable benefit** to play Rugby Union at a club.

A Professional Rugby Player is not permitted to receive any **assessable benefit** to play Rugby Union at a club.

Provision by a club of **assessable benefits** to any community rugby player is subject to the annual club declaration and audit as defined in clauses 7 and 8.

5. Benefit Limits

5.1 Definition

Benefit limits are the maximum allowable benefits payable or provided to community rugby players at a community rugby club for their services as a Rugby Union player. The threshold for Queensland competitions are as follows:

Professional Rugby Players:

Competition	Ordinary Benefits Limit	Assessable Benefits Limit
Premier Rugby	No Limit	Nil
Regional Club Competitions	No Limit	Nil

Community Rugby Players:

Competition	Ordinary Benefits Limit	Assessable Benefits Limit
Premier Rugby	No Limit	\$50,000
Regional Club Competitions	No Limit	\$10,000

5.2 Application

For the purposes of this policy **benefit limits** as defined in clause 5.1 will be used as the maximum allowable benefits payable by a single club in the annual club declaration and audit as defined in clauses 6 and 7.

6. Annual Club Declaration

6.1 Definition

The **Annual Club Declaration** is the process of clubs declaring all the details and value of **assessable benefits** provided to players at their club.

Clubs must submit a **Player Payment Declaration Form (Appendix 1)** by a date specified by the Competition Manager prior to the commencement of the competition each year.

Should an **assessable benefit** be provided to a player after the commencement of the competition clubs must submit a **Player Payment Declaration Form (Appendix 1)** within 14 days.

7. Audit

7.1 Definition

The Annual Audit is the process of clubs submitting to an audit process conducted by the QRU to verify the details and value of all **assessable benefits** provided to players at their club.

The QRU will provide clubs with 14 days' notice of an intention to audit.

7.2 Variance Tolerance

At the sole discretion of the QRU, a variance tolerance of up to a maximum of 5% may be applied to **assessable benefits** declared in the **Annual Club Declaration** as defined in clause 6.1 where a variance is identified as part of the Annual Audit as defined in clause 7.1

8. Penalties

8.1 Penalties

Failure to comply with the terms of the Community Rugby Player Payment policy may result in penalties and/or sanctions for one or all parties involved in any arrangement to provide a **Material Benefit**.

Penalties and sanctions will be applied in line with the provisions of the Membership Mutual Obligation Agreement (MOA), Competition Participation Agreement (PA), QRU Constitution and will be further subject to any penalties and sanctions imposed by the ARU.

There shall be a right of appeal to the QRU Judicial Appeals Committee subject to the QRU Appeal Procedures.

