

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

**THE CANADIAN FOOTBALL LEAGUE
PLAYERS' ASSOCIATION**

- AND -

**THE CANADIAN FOOTBALL LEAGUE
PLAYER RELATIONS COMMITTEE**

- AND -

THE CANADIAN FOOTBALL LEAGUE

OCTOBER 16, 2002

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THIS AGREEMENT made this 16th day of October, 2002.

BETWEEN:

THE CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION
(hereinafter referred to as the "C.F.L.P.A.") an unincorporated
association,

- and -

**THE CANADIAN FOOTBALL LEAGUE PLAYER RELATIONS
COMMITTEE** (hereinafter referred to as the "C.F.L.P.R.C.")
representative of all the Member Clubs of the Canadian Football
League (hereinafter referred to as the "Member Clubs"),

- and -

THE CANADIAN FOOTBALL LEAGUE (hereinafter referred to as
the "C.F.L.") an unincorporated non-profit association.

WHEREAS the C.F.L.P.A. has been and is recognized by the C.F.L.P.R.C. and the
C.F.L. as the bargaining representative of all professional football Players who are members of the
C.F.L.P.A. and are on a team Roster of a Member Club of the C.F.L.; and,

WHEREAS the C.F.L.P.R.C. has been and is recognized by the C.F.L.P.A. and the
C.F.L. as the bargaining representative of all of the Member Clubs of the C.F.L. and each of the
Member Clubs of the C.F.L.; and,

WHEREAS the C.F.L.P.A. has negotiated with the C.F.L.P.R.C. on behalf of all
Players in the C.F.L. with respect to terms and conditions of employment, and it is specifically
understood and agreed that each individual Player has, and shall have the right, to negotiate with his
Member Club for regular season compensation, including bonuses and any form of deferred or other
compensation; and

WHEREAS the C.F.L.P.R.C. has been authorized by the Member Clubs of the C.F.L.
to negotiate for and on behalf of the Member Clubs individually and collectively; and,

WHEREAS the parties hereto are committed to the progress and development of the
C.F.L. and the Member Clubs in the C.F.L. for the benefit of all who are interested, including
professional football Players in the C.F.L.;

WHEREAS the parties hereto agree to carry out the terms and conditions of this Agreement in accordance with provincial and federal labour relations legislation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and upon the terms and conditions hereinafter set forth the parties hereto agree as follows:

ARTICLE 1: RECOGNITION

Section 1.01 Recognition of the C.F.L.P.A.

- (a) The C.F.L.P.A. is recognized by the Member Clubs and the C.F.L.P.R.C. as the bargaining agent for professional football Players in the C.F.L.

- (b) The parties hereto mutually agree that the C.F.L.P.A. has the right to negotiate terms and conditions of employment for professional football Players in the C.F.L., however, the C.F.L.P.A. shall not bargain with respect to regular season compensation for individual professional football Players except for the following:
 - (i) The C.F.L.P.A. has the right to negotiate in relation to the minimum regular season salary which may be paid to Players or in relation to any other exception expressly provided for within the terms of this Agreement.

 - (ii) The C.F.L.P.A. has the right to provide Players with information to assist them in their negotiation of regular season compensation and other compensation payable to the Players.

 - (iii) If more than one Player with a Member Club is requested to re-negotiate an existing C.F.L. Standard Player Contract (including the option year) for economic reasons, the C.F.L.P.A. has the right to negotiate on behalf of such Players the regular season compensation and other compensation payable to the Players.

- (c) In the event that the parties to this Agreement agree that the Member Clubs in the C.F.L. have become economically stable during the term of this Agreement, the parties will remove paragraph (b) (iii) of this Section.

Section 1.02 Recognition of the C.F.L.P.R.C.

The C.F.L.P.A. recognizes the C.F.L.P.R.C. as the sole and exclusive bargaining agent for the Member Clubs and it is understood and agreed to by the parties hereto that the Member Clubs and any new Club added to the Member Clubs throughout the term of this

Agreement, acting individually or in concert or through their agents, are bound by the terms of this Agreement.

ARTICLE 2: IMPLEMENTATION

The parties hereto covenant and agree that they shall exert and use their best efforts to assure that all terms and conditions contained in this Agreement are carried out.

ARTICLE 3: C.F.L. STANDARD PLAYER CONTRACT

Section 3.01 Definition

The C.F.L. Standard Player Contract shall govern the relationship between the Member Clubs and the Players except that this Agreement shall govern if any terms of the C.F.L. Standard Player Contract conflict with the terms of this Agreement, subject, however, to the rights of any individual Player and any Member Club to agree upon changes in the C.F.L. Standard Player Contract consistent with this Agreement.

All Players in the C.F.L. shall sign the C.F.L. Standard Player Contract which shall hereafter be known as the "C.F.L. Standard Player Contract" provided however that each Player shall have the right to negotiate any change he may desire in relation to the C.F.L. Standard Player Contract in his personal capacity that is not inconsistent with and does not detract from the terms, rights and benefits conferred by this Agreement and its appendices (including the C.F.L. Standard Player Contract).

The C.F.L. Standard Player Contract for all Member Clubs for the term of this Agreement is attached to this Agreement and marked as Appendix "A".

Section 3.02 Renewal of the CFL Standard Player Contract

- (a) When a Member Club serves notice in writing to a Player to renew the Standard Player Contract in accordance with paragraph 15 thereof the C.F.L. Office shall provide the C.F.L.P.A. with a courtesy copy of the said Renewal Notice.

Section 3.03 Amendments to Standard Player Contract

The C.F.L. Standard Player Contract shall be used by all Member Clubs with all Players and all paragraphs contained therein except as provided for in this Agreement are obligatory and shall be used in their entirety without alteration with the exception of Paragraph 11 which may be amended by mutual consent of the parties to the Contract only to provide for payment after termination or to guarantee payment.

Paragraph 3 of the C.F.L. Standard Player Contracts with a Member Club may be amended to provide for a holdback provided that the C.F.L.P.A. consents in writing.

Section 3.04 **Prohibition**

A Member Club shall be prohibited from including any term or condition in a C.F.L. Standard Player Contract that prohibits the disclosure of any or all terms or conditions of the said C.F.L. Standard Player Contract to the C.F.L.P.A. as provided for herein, and any such prohibition in any existing C.F.L. Standard Player Contract shall be of no force or effect.

Section 3.05 **Bonus Payments**

In the event that a C.F.L. Standard Player Contract provides for a bonus payment, unless the C.F.L. Standard Player Contract specifically provides otherwise, any bonus payment shall be paid within 72 hours of the date of the first regular season game of the Member Club if the said bonus payment is earned prior to the first regular season game; and during the regular season, with the payment for the regular season game in the week following the week in which the bonus is earned. When the bonus is earned in the last regular season game, payment shall be made within 48 hours following the date of the last game (including post season) played by the Member Club.

It is understood and agreed that if the said C.F.L. Standard Player Contract provides for a bonus for being selected to an All-Star Team and if the Player is selected to the said All-Star Team after termination of the said Contract, then, unless otherwise provided in the said Contract, the said bonus shall be payable.

Section 3.06 **Licensing**

The C.F.L.P.A. or it's Licensee shall have the right to use Member Club logos, Member Club names and photographs of Players in Member Club uniforms with respect to the licensing, manufacturing, distribution, sale and marketing of Player Cards.

The C.F.L.P.A. or it's Licensee shall have the right to use Member Club logos, Member Club names and photographs of Players in Member Club uniforms with respect to the licensing of other products with the consent of the Member Club and the C.F.L. In the event that a Member Club refuses to consent, the Commissioner of the C.F.L. will intercede as a Mediator.

Section 3.07 **Sub-Licensing**

The C.F.L.P.A. shall have the right to sub-license the rights granted to it in Section 3.06 herein to any third party provided that the third party expressly agrees in writing to be bound by the provisions contained in Section 3.06 herein in any such sub-license agreement with the C.F.L.P.A.

ARTICLE 4: ARBITRATION SYSTEM

Section 4.01 Definition

Any dispute (hereinafter referred to as a “grievance”) between a Player and a Member Club and/or Member Clubs and/or the C.F.L., or between the C.F.L.P.A. and any Member Club and/or Member Clubs and/or the C.F.L., may be submitted to arbitration by any one of the parties (hereinafter referred to as the “complainant”) notifying the other party or parties (hereinafter referred to as the “respondent”) in writing of its desire to submit the grievance to arbitration, and by sending a copy of the notice to the C.F.L.P.R.C., the C.F.L.P.A. and the C.F.L.

Section 4.02 Initiation

A grievance may be initiated by a Player, a Member Club, the C.F.L.P.R.C. or the C.F.L.P.A.

A grievance must be initiated within one year from the date of the occurrence or non-occurrence upon which the grievance is based, or within one year from the date on which the facts of the matter became known or reasonably should have been known to the party initiating the grievance, whichever is later.

A Player may initiate a grievance if he has at any time previously been signed to a C.F.L. Standard Player Contract or a Practice Agreement with a Member Club and a Player need not be under contract at the time when he initiates a grievance.

A grievance initiated pursuant to a Practice Agreement shall be limited to the benefits provided for in the said Practice Agreement and Article 17 of this Agreement.

Section 4.03 Filing of Grievance

The Notice to Arbitrate shall set out the name and address of the complainant, the name and address of the respondent, the details of the complaint and the relief sought.

Section 4.04 Selection of Arbitrator

The C.F.L.P.A. and the C.F.L.P.R.C. shall provide the Commissioner of the C.F.L. with a list of Arbitrators.

Upon receipt of a Notice to Arbitrate, the Commissioner of the C.F.L. shall forthwith select one of the Arbitrators named on the list and serve a written Notice of Appointment of the said person as Arbitrator upon the complainant, respondent, C.F.L.P.R.C. and C.F.L.P.A. The Commissioner of the C.F.L. shall select the Arbitrator based on the proximity of the Arbitrator's residence to the site of the arbitration hearing and the availability and willingness of the Arbitrator to hear the matter.

If for any reason an Arbitrator selected is unable to hear the arbitration, the Commissioner of the C.F.L. shall be notified by the C.F.L.P.A. or the C.F.L.P.R.C. and shall forthwith select the next Arbitrator willing and able to hear the grievance and serve a Notice of Appointment of the Arbitrator upon the complainant, respondent, C.F.L.P.R.C. and the C.F.L.P.A.

In the event that the Commissioner fails or refuses to appoint an Arbitrator within seven days of service of the Notice to Arbitrate, the Arbitrator shall be automatically appointed and shall be the person listed in Appendix "C" who resides in closest proximity to the Member Club first named in the Notice to Arbitrate.

Section 4.05 **Answer**

The respondent shall serve a written reply upon the complainant within twenty (20) days from the date of service of the Notice to Arbitrate, with copies to the C.F.L.P.A., C.F.L.P.R.C. and C.F.L. The reply to the Notice to Arbitrate shall set out the position of the respondent and may include a counterclaim by the respondent. The reply to the Notice to Arbitrate shall also set out fifteen (15) dates within the next ensuing 60 day period, six (6) of which shall be Saturdays or Sundays, and none of which shall fall upon a date that any Player involved in the grievance is participating in a game, in the event that the said Player involved in the grievance is still active as a Player in professional football.

The Arbitrator shall thereafter in consultation with the complainant set a date that the hearing shall take place and notify the complainant and respondent of the date.

If no reply is served by the respondent within the time parameters set out herein, the Arbitrator appointed shall render a decision which shall be the granting of all relief claimed in the Notice to Arbitrate, and such decision shall be final and binding upon both the complainant and the respondent.

Section 4.06 **Arbitrator**

The C.F.L.P.A. and C.F.L.P.R.C. shall maintain a jointly-approved list of Arbitrators with a minimum of three (3) at any one time. The list shall be subject to review and modification by mutual agreement. Each Arbitrator shall be willing and able to act as an arbitrator for purposes of hearing a grievance.

The Arbitrator shall be independent of the C.F.L., C.F.L.P.R.C., C.F.L.P.A. and Member Clubs in the C.F.L. The Arbitrators at the date of execution of this Agreement are described in the list of Arbitrators which is attached hereto and marked as Appendix "C".

Section 4.07 **Disclosure**

The complainant and the respondent shall twenty (20) days prior to the date of the hearing, provide to each other the following:

- (a) A list of exhibits which are proposed to be entered at the hearing;
- (b) Copies of the exhibits which are proposed to be entered at the hearing if requested by the opposite party;
- (c) A list of witnesses intended to be called to give evidence at the hearing.

Failure to make disclosure may be taken into consideration by the arbitrator in relation to the award of costs.

This section shall not apply in relation to the expedited arbitration process (Section 4.13).

Section 4.08 **Procedure of the Arbitrator**

The complainant and respondent shall, subject to any legal objection, submit to be examined by the Arbitrator on oath or affirmation in relation to the matters in dispute, and subject as aforesaid, produce before the Arbitrator all books, contracts, documents within their possession or power respectively, which may be required or called for, and do all other things which during the proceedings the Arbitrator may require.

The witnesses before the Arbitrator shall be examined on oath or affirmation.

The Arbitrator shall hear and determine the matter and his award shall be final and binding upon the complainant and respondent.

The Arbitrator shall render a decision within thirty (30) days following the conclusion of the hearing.

The Arbitrator may render a decision by consent if the complainant and respondent(s) consent to the terms and conditions thereto.

The Arbitrator shall be limited in his determination to the difference or allegation set forth in the Notice to Arbitrate and the Reply thereto including any counterclaim and shall have available for reference the agreement between the C.F.L.P.A., the C.F.L. and the C.F.L.P.R.C. representing the Member Clubs in the C.F.L. and all C.F.L. Standard Player Contracts between the complainant and the respondent.

The Arbitration Act of the Province or State where the dispute arose shall apply to the proceedings except where the Act conflicts with any term or condition contained in this Agreement.

The complainant and respondent shall have the right to be represented by their own counsel, and in addition thereto, the C.F.L.P.A. and the C.F.L.P.R.C. shall have the right to participate in the arbitration and/or represent the Player or the Member Club respectively.

Section 4.09 **Costs**

If a Player has claimed payment of money, and if the decision of the Arbitrator results in the Player being awarded money, the party ordered to make payment to the Player shall also be ordered by the Arbitrator to pay:

- (a) Costs of the Arbitrator.
- (b) Costs of travel and accommodation for the Player to attend arbitration.
- (c) Costs of attendance of any witness who gives evidence on behalf of the Player at the arbitration and without restricting the generality of the foregoing this shall include:
 - (i) Costs of travel and accommodation for witnesses to attend arbitration;

- (ii) Reasonable fees charged by any expert witness to the Player or to the C.F.L.P.A. The Arbitrator shall determine whether the fees are reasonable.

- (d) Costs of the C.F.L.P.A. as follows:
 - (i) Costs of travel and accommodation for Legal Counsel of the C.F.L.P.A. to attend arbitration;

 - (ii) In the event that the Player is awarded less than the sum of \$2,000.00:
 - (1) Costs for preparing for the arbitration and costs for attendance of Legal Counsel of the C.F.L.P.A. at the arbitration in the sum of \$500.00;

 - (iii) In the event that the Player is awarded the sum of \$2,000.00 or more:
 - (1) Costs for preparing for the arbitration in the sum of \$1,250.00;

 - (2) Costs for attendance of Legal Counsel of the C.F.L.P.A. at the arbitration in the sum of \$750.00 for the first half day or any part thereof and \$500.00 for each one-half day thereafter.

Except as provided herein, costs may be awarded by the Arbitrator to the Player or to the Member Club in his discretion; provided however, if counsel fee is awarded, only one set of costs for counsel fee shall be awarded to the successful party or parties.

In this Section, costs of travel if by air shall be economy airfare and if by motor vehicle shall be \$0.40 per mile travelled.

Section 4.10 **Interest**

In the event that any money is awarded to the complainant as a result of the decision of the Arbitrator, the Arbitrator shall include within its decision for judgment for the complainant an award for interest on the said monies payable at the rate of the prime lending rate of the Canadian Imperial Bank of Commerce at the time that the award is made, plus three (3%) percent calculated from the date when monies were payable until the date that the payment of monies is made.

Section 4.11 **Interpretation**

The procedures and time limits contained in this article are mandatory and may only be waived by agreement between the parties in writing. Any notice required to be served in

accordance with this Article shall be served personally or shall be mailed by registered mail, and in the event that the said notice is mailed by registered mail, shall be deemed to have been served the date of registration of the registered letter at the post office where registered.

Section 4.12 **Non-Payment of Award**

If the decision of the Arbitrator results in a Player being awarded a sum of money, and if the party required to make payment of the said sum of money fails to make payment, upon the expiration of the appeal period in accordance with the applicable Arbitration Act, or thirty (30) days from the date of the decision of the Arbitrator, whichever first occurs, the Canadian Football League shall, upon demand make payment to the Player of all monies awarded by the Arbitrator.

Section 4.13 **Expedited Arbitration Process**

Where a grievance involves a claim for liquidated damages and the facts are not in issue, the complainant may use the following procedure:

- (a) The expedited Arbitrator for the term of this Agreement shall be Mr. Martin Teplitsky.
- (b) A grievance under this procedure shall be initiated by letter from C.F.L.P.A. Legal Counsel by way of telephone facsimile to the Member Club(s) and/or C.F.L. involved with a copy to the Commissioner of the C.F.L. and the expedited Arbitrator. The letter shall set out the details of the complaint and the relief sought.
- (c) Within seven calendar days of the filing of the grievance, the Commissioner or his designate shall attempt to resolve the grievance to the satisfaction of the C.F.L.P.A.
- (d) If the Commissioner or his designate is able to resolve the grievance to the satisfaction of the C.F.L.P.A. he shall advise the expedited Arbitrator that the matter has been resolved.
- (e) If the Commissioner or his designate is unable to resolve the grievance to the satisfaction of the C.F.L.P.A. he shall advise the expedited Arbitrator; and the Member Club(s) and/or the C.F.L. shall within fourteen (14) days of the filing of the grievance send a reply by letter by way of telephone facsimile to C.F.L.P.A. legal counsel with a copy to the Commissioner and the expedited Arbitrator.

- (f) The expedited Arbitrator may hold a conference call with counsel or may decide the grievance solely on the submissions received.
- (g) Within seventeen (17) calendar days of the filing of the grievance, the expedited Arbitrator shall decide the matter solely on the basis of the submissions received or in the event that there has been a conference call on the basis of the information provided during the course of the conference call and the submissions received.
- (h) The expedited Arbitrator shall communicate his decision to the parties by letter by telephone facsimile. No reasons for the decision shall be provided and the decision shall not set a precedent. The decision of the expedited Arbitrator shall be final and binding on all parties.
- (i) Except as specifically amended in this Section, all other provisions of this Article will apply to the expedited Arbitration process.

Section 4.14 **Grievances Initiated Prior to the Execution of This Agreement**

Any grievance initiated prior to the 1st day of June, 2002 shall be determined in accordance with the Collective Agreement in effect at the time that the dispute arose.

ARTICLE 5: NUMBER OF GAMES

It is agreed that during each of the years 2002, 2003, 2004 and 2005 each of the Member Clubs in the C.F.L. shall play no more than eighteen (18) regular season games.

It is agreed that during each of the years 2002, 2003, 2004 and 2005 each of the Member Clubs in the C.F.L. shall play no more than two (2) pre-season games.

It is mutually agreed that during the term of this Agreement, the format and number of playoff games used by the C.F.L., the Western Football Division and the Eastern Football Division shall be as follows:

- (a) In each of the Eastern Division and Western Division, in a divisional playoff involving three Member Clubs, the third place Member Club shall play a single game at the home of the second place Member Club with the winner playing the divisional championship game at the home of the first place Member Club; provided however, in the event that the fourth place Member Club in one Division (herein referred to as Division 1) has a better point standing at the conclusion of the regular season than the third place Member Club in the other Division (herein referred to as Division 2), the fourth place Member club in Division 1 shall play a single game at the home of the second place Member Club in Division 2 with the winner playing the divisional championship game at the home of the first place Member Club in Division 2. In division 1 there shall be a divisional playoff involving three Member Clubs, the third place Member Club shall play a single game at the home of the second place Member Club and the winner playing the divisional championship game at the home of the first place Member Club.

It is mutually agreed that during the term of this Agreement there shall be one Championship (Grey Cup) Game each year.

In the event that the Commissioner or Chairman of the C.F.L. orders a game to be replayed pursuant to Section 2, Sub 4(b) of the C.F.L. By-Laws, each Player on the Roster, or injured Player's list of Member Clubs participating in such game shall be paid an amount equivalent to one game's pay.

It is mutually agreed that during the term of this Agreement that no additional pre-season game shall be staged unless the C.F.L. and the Member Clubs secure the expressed written consent of the C.F.L.P.A.

In the event that a Member Club or the C.F.L. wishes to request the consent of the C.F.L.P.A., the C.F.L.P.A. shall be provided with full particulars within a reasonable period of time prior to the proposed date. All communications with the C.F.L.P.A. shall be through the Commissioner of the C.F.L. The Member Clubs and the C.F.L. shall make no contact with the Players or the media before the C.F.L.P.A. makes its decision.

ARTICLE 6: PRACTICE TIMES

Section 6.01 Training Camp Period

6.1.1. For the purpose of this Agreement “training camp period” shall be defined as that period of time in every year commencing with the first day a veteran Player with a Member Club is required by his Member Club to attend any organized practice, meeting or activity other than those activities described in paragraph 6.1.2. herein, in any single season and shall end on the 18th day from and including the date of commencement of the training camp period.

6.1.2. A Member Club shall be permitted to require the attendance of a veteran Player on one day prior to the commencement of the training camp period for the purposes of a meeting, a medical examination, and physical testing, provided however, such physical testing shall not take place on the field and shall only be the physical tests that are described in Appendix “D” which is attached hereto. Veteran Players shall not be tested with rookie Players.

6.1.3. Except as provided herein, Member Clubs shall not be permitted to have any veteran Player attend any practice and/or meeting prior to the date of the commencement of the training camp period for that Member Club during any single season.

6.1.4. No Member Club shall have a training camp period that commences prior to the 28th day prior to the day before the day when eight Member Clubs in the C.F.L. shall have played their first regular season game.

6.1.5. The training camp period shall not commence in any given year earlier than the 168th day (24th week) preceding the date of the Grey Cup Game in the event of a 18 week regular season schedule, or earlier than the 175th day (25th week) preceding the date of the Grey Cup Game in the event of a 19 week regular season schedule, or earlier than the 182nd day (26th week) preceding the date of the Grey Cup Game in the event of a 20 week regular season schedule. The training camp period shall not commence prior to May 15th in any year during the term of this Agreement.

6.1.6. A Member Club shall be permitted to require a veteran Player to attend two organized practices a day during the training camp period, provided however, a Member Club shall not be permitted to have any veteran attend two organized practices a day for more than ten days during the training camp period in any single season. The two organized practices a day shall not take place after the 12th day (excluding the day before, the day of, and the day after a pre-season game) from and including the date of commencement of the training camp period.

6.1.7. Each Member Club shall set its' final Roster of a minimum of 39 and a maximum of 40 players for the first regular season game and notify all Players within 48 hours of the 21st day from and including the date of commencement of the training camp period. All players on the final roster and injured players' list for the first regular season game who have their Standard Player Contract terminated and who do not receive payment for the first regular season game shall be paid a sum equal to pre-season compensation that would be payable for one week in accordance with Article 11 of this Agreement.

6.1.8. During the training camp period, each Member Club shall provide reasonable living accommodation for all Players who do not permanently reside in the City or Town where the training camp is being held.

6.1.9. During the training camp period each Member Club shall provide reasonable meals for all Players.

6.1.10. During the training camp period when a Member Club holds 2 organized practices a day the first practice shall commence no earlier than 8:30 a.m., each practice shall be no longer than 2 and 1/2 hours and meetings shall be no longer than 3 hours per day in total.

Section 6.02 **Out of Camp Period**

6.2.1. For the purposes of this Agreement "out of camp period" shall be defined as that period of time in every year commencing with the first day following the last day of the training camp period and ending with the last regular season game, playoff game, or Grey Cup game played by the Member Club.

6.2.2. Member Clubs shall not be permitted to have any veteran Player attend any practice and/or meeting after the out of camp period in any single season.

6.2.3. During the term of this Agreement, the practice times during the out of camp period shall be determined in each season as follows:

Prior to the commencement of the out of camp period, a meeting shall be held by all veteran Players who are on the Roster of the Member Club. Representatives of the Member Club shall be allowed the opportunity to make representation with respect to the desired practice time during the out of camp period. A vote of the veteran Players on the Member Club shall be conducted by a representative of the C.F.L.P.A. by way of secret ballot to determine the commencement time of practice during the out of camp period and the vote shall be determined by

way of simple majority. The commencement time of practice during the out of camp period shall be between 8:30 A.M. and 9:00 A.M. or between 1:30 P.M. and 4:00 P.M. of the time zone where the Member Club is situate. The C.F.L.P.A. shall communicate to the Member Club the decision of the majority of the Member Club veteran Players and the Member Clubs shall not be permitted to have any Player attend a practice and/or meeting prior to the time communicated to the Member Club by the C.F.L.P.A. during the out of camp period.

6.2.4. There shall be no change in the commencement time of practice during the out of camp period except in the following situations:

- (a) if the commencement time of practice is after 3:00 P.M., the Member Club may serve written notice on the C.F.L.P.A. ten days prior to September 1st and the C.F.L.P.A. shall conduct a second vote of the veteran Players on the Member Club to determine the commencement time of practice after September 1st.
- (b) if there are special circumstances that exist, the C.F.L.P.A. may change the commencement time of practice during the out of camp period on three separate days.
- (c) the commencement time of practice on weekends, holidays, road trips and the day prior to the day of a pre-season, regular season, playoff or Grey Cup game may be at such time as the Member Clubs may desire.

6.2.5. During the out of camp period, Member Clubs shall not be permitted to have any Player attend more than one practice and/or meeting for more than one consecutive period which shall be no longer than four and one half (4 1/2) hours in duration on any one day.

6.2.6. During the out of camp period, when it occurs that there are six or more days between the day of the last played game and the day of the next game, Member Clubs shall be required to allow the Players to have one day off without practice or meetings.

6.2.7. During the out of camp period when it occurs that there are five or less days between the day of the last played game and the day of the next game, all practices during such week shall not be full gear and shall be required to be sweats, shoulders pads and helmets only.

Section 6.03 **Inter-Team Practices**

6.3.1. Member Clubs shall be prohibited from allowing Players from more than one Member Club to participate in any practice sessions together.

Section 6.04 **Breach of Agreed Practice Time by Member Clubs**

6.4.1. In the event that any Member Club breaches any term or condition with respect to this Article and such Member Club has on a previous occasion during the same year breached a term or condition with respect to this Article, and on the said previous occasion written notification was served upon said Member Club with a copy to the Commissioner of the C.F.L. by the C.F.L.P.A. or any member of the C.F.L.P.A., the Commissioner of the C.F.L. shall fine the Member Club the sum of \$5,000.00 and for each breach thereafter, the fine levied by the Commissioner shall be double the amount of the fine previously levied. All fine moneys herein described shall be paid to the C.F.L.P.A.

Section 6.05 **Commissioner and President of C.F.L.P.A.**

6.5.1. The Commissioner of the C.F.L. and the President of the C.F.L.P.A. shall assist in enforcing compliance with the terms of this Article.

ARTICLE 7: **ALL STAR GAME AND C.F.L.P.A. AWARDS BANQUET AND GOLF TOURNAMENT**

Section 7.01 **Joint Venture C.F.L.P.R.C. and C.F.L.P.A.**

The C.F.L.P.R.C., the C.F.L.P.A. and the C.F.L. may agree to stage an All Star Game in 2002, 2003, 2004 and 2005 and up to June 1st, 2006. In the event that the parties agree to stage an All Star Game during the term of this Agreement, it is mutually agreed that the parties shall work together in a joint venture and shall cause the said All Star Game to be staged with a minimum of 80 Players in the C.F.L. participating. The said All Star Game shall be staged with the full cooperation of the C.F.L., C.F.L.P.A., C.F.L.P.R.C., Member Clubs and Players. The site, format, budget, and participation of all of the above parties shall be subject to the written Agreement of the C.F.L.P.A. and the C.F.L.P.R.C.

All profit from the staging of the said All Star Game after the deduction of expenses shall be shared equally between the C.F.L.P.A. and the C.F.L.P.R.C. In the event that there is no profit, all losses sustained shall be borne equally by the C.F.L.P.R.C. and the C.F.L.P.A.

Section 7.02 **Indemnification**

When an All Star Game is staged during the term of this Agreement, the Member Clubs shall indemnify it's Player's participating in the said All Star Game against loss of salary incurred as a result of injuries sustained from participating in the said All Star Game and/or practicing for the said All Star Game but the indemnification shall be limited to the monies the Player would have received in that year for regular season games, playoff games, and Grey Cup Game.

Section 7.03 **C.F.L.P.A. Awards Banquet and Golf Tournament**

In the event that the C.F.L.P.A. stages a C.F.L.P.A. Awards Banquet the C.F.L. will be offered the opportunity to purchase one table at the Awards Banquet.

Section 7.04 **Tom Pate and John Agro Awards**

The C.F.L. shall pay for the costs of the Tom Pate Award winner to attend the C.F.L. Most Outstanding Player Awards Ceremony annually on the same basis as other Player nominees attending the Most Outstanding Player Awards, provided however in the event that the format of the

Most Outstanding Player Awards substantially changes, the C.F.L. may discontinue payment of these costs.

The C.F.L. and the C.F.L.P.A. shall establish the Most Outstanding Special Teams Player Award (John Agro) which shall be presented annually to the most outstanding special teams Player in the C.F.L. as voted on by the Football Reporters of Canada. The C.F.L. shall pay for the costs of the Eastern Division and Western Division nominees for the Most Outstanding Special Teams Player Award (John Agro) to attend the C.F.L. Most Outstanding Player Awards Ceremony annually on the same basis as other Player nominees attending the Most Outstanding Player Awards, provided however in the event that the format of the Most Outstanding Player Awards substantially changes, the C.F.L. may discontinue payment of these costs.

ARTICLE 8: TIME BETWEEN GAMES

It is agreed that a Member Club shall not participate in any regular season game, playoff game and/or Grey Cup game within 120 hours of a previous regular season game, playoff game and/or Grey Cup Game except in the following situations:

- (a) During each season, each Member Club shall be allowed on two occasions to participate in games within 120 hours of the last game played provided that it shall not be less than 96 hours;
- (b) When the playing of a game is required to complete a game which for reasons beyond the control of the competing Member Clubs could not be finished; and
- (c) When a game could not be commenced as scheduled for reasons beyond the control of the competing Member Clubs.

The time between regular season games, playoff games and/or Grey Cup games shall be measured from the commencement time of the first of two consecutive games and the end of the second of the two said consecutive games.

In the event that it becomes impractical to comply with the terms and conditions contained in this Article the parties to the Collective Agreement may agree that a Member Club may play two games within 120 hours on more than two occasions, provided however, that any such agreement shall be in writing and shall be signed by the parties to this Collective Agreement.

The C.F.L. shall provide the C.F.L.P.A. with a copy of the proposed C.F.L. Schedule prior to its approval.

ARTICLE 9: MINIMUM COMPENSATION

It is mutually agreed that during 2002 the minimum earnable annual compensation for all regular season games during a season payable to a Player in the C.F.L. shall be:

- (a) To a veteran Player having qualified as a veteran in any one year prior the sum of \$32,000.00 excluding all pre-season subsistence allowance, all signing and performance bonuses and payments for pre-season, pre-season games and post-season and Grey Cup Games.
- (b) To any other Player the sum of \$30,000.00 excluding all pre-season subsistence allowance, all signing and performance bonuses and payments for pre-season, pre-season games and post-season and Grey Cup Games.

It is mutually agreed that during each of the years 2003, 2004 and 2005 the minimum earnable annual compensation for all regular season games during a season payable to a Player in the C.F.L. shall be:

- (a) During 2003 the sum of \$35,000.00 excluding all pre-season subsistence allowance, all signing and performance bonuses and payments for pre-season, pre-season games and post-season and Grey Cup Games.
- (b) During 2004 the sum of \$36,000.00 excluding all pre-season subsistence allowance, all signing and performance bonuses and payments for pre-season, pre-season games and post-season and Grey Cup Games.
- (c) During 2005 the sum of \$37,000.00 excluding all pre-season subsistence allowance, all signing and performance bonuses and payments for pre-season, pre-season games and post-season and Grey Cup Games.

In the event that any Player's Contract or renewal of an option in a Contract, regardless as to when the said Player's Contract or renewal of an option in a Contract was signed or came into effect, provides for payment to the Player an amount less than the minimum earnable annual compensation as provided herein, the Member Club shall be obligated and shall be required to pay to the Player the minimum earnable compensation as provided herein regardless of the terms of the Contract between the Player and Member Club.

ARTICLE 10: ARTICLE 10: DEFINITION OF A VETERAN PLAYER

Section 10.01 Definition

For the purposes of this Agreement and the C.F.L. Standard Player Contract, a veteran Player shall be defined as any Player:

- (a) Who in the immediately preceding season:
 - (i) Was on the Players' Roster and/or Injured Players' List and/or Disabled List of a Member Club or Member Clubs of the C.F.L. for seven or more games; or
- (b) Who over any period of time in the preceding seasons:
 - (i) Was on the Players Roster and/or Injured Players' List and/or Disabled List of a Member Club or Member Clubs of the C.F.L. for eight or more games;

In this Article "games" shall include regular season games, playoff game and Grey Cup games but not pre-season games.

Section 10.02 Qualified as Veteran in One Year

For the purposes of this Agreement and the C.F.L. Standard Player Contract, a Player having qualified as a veteran in one year shall be defined as any Player:

- (a) Who in the said year was on the Players' Roster and/or Injured Players' List and/or Disabled List of a Member Club or Member Clubs of the C.F.L. for seven or more games during the Player's first year in the C.F.L. and for five or more games during any year after the Player's first year in the C.F.L.

ARTICLE 11: PRE-SEASON COMPENSATION

Section 11.01 Compensation

During the years 2002, 2003, 2004 and 2005 the Member Clubs in the C.F.L. shall pay the sums described herein to the veteran players described herein per week, for a minimum of three (3) weeks for each week, or any part thereof commencing with the first day of the training camp period and ending on the 7th day prior to the day before the day when 8 Member Clubs in the C.F.L. shall have played their first regular season game:

\$475.00 per week for a Player having qualified as a veteran for one year;

\$575.00 per week for a Player having qualified as a veteran for two years;

\$675.00 per week for a Player having qualified as a veteran for three or more years.

Section 11.02 Payment in Advance

The monies which are described in this Article shall be paid by all Member Clubs in advance weekly.

ARTICLE 12: POST-SEASON COMPENSATION

Section 12.01 Playoff Games

Definitions:

In this Section the following words and phrases shall have the following definitions:

“Playoff games” shall mean the Western Division Semi-Final Playoff game, the Eastern Division Semi-Final Playoff game, the Western Division Final Playoff game and the Eastern Division Final Playoff game.

“gross income” shall mean all income from the sale or exchange of tickets to attend the Playoff games.

“minimum compensation” shall mean the minimum amount payable to each Player on the Roster and/or Injured Players’ List for Division standing and Playoff games and shall be the following:

First Place Standing	-	\$2,800.00
Semi-Final Participation	-	\$2,800.00
Division Championship Participation	-	\$3,000.00

“direct expenses” shall mean only those expenses directly attributable to the staging of the Playoff games and shall not include minimum compensation and shall be as follows:

A - HOME TEAM EXPENSES

- (a) Stadium rental (including amusement tax and light rental, if any);
- (b) Police protection (if not included in stadium rental);
- (c) Gatemen, ushers and on-field game officials (if not included in stadium rental);
- (d) Public address system charges;
- (e) Pre-game advertising: Home Club to host press conference
 - (i) Actual cost up to maximum of \$3,500.00 and press box catering actual cost up to a maximum of \$1,500.00;
- (f) Bands and half-time entertainment
 - (i) A maximum allowance of \$10,000.00;
- (g) Ambulance costs and game audits;

- (h) Seven footballs per game;
- (i) Heating benches;
- (j) Pre-game and post-game meals:
 - (i) a flat allowance of \$700.00 per meal;
- (k) Training expenses:
 - (i) a flat allowance to cover all extra training expenses, including tape, medical supplies, medical services, x-rays, laundry and dry cleaning on the following basis:
 - (ii) \$200.00 per day up to a maximum of fourteen days commencing on the day following the last regular season game;
- (l) Actual cost of original and two copies of video tape or game film up to a maximum of \$1,500.00;
- (m) Ticket printing (if not included in stadium rental);
- (n) Ticket selling;
 - (i) If ticket selling is not included in stadium rental, an allowance of three (3%) percent of gross sales.
 - (ii) If ticket selling is included in stadium rental, an allowance to cover the actual cost of selling tickets at additional outlets;
- (o) Snow removal:
 - (i) actual cost, if not included in stadium rental;
- (p) Awards luncheon:
 - (i) actual cost up to a maximum of \$12,000.00, provided that the C.F.L.P.A. shall be recognized and publicized as one of the parties responsible for the staging of the awards luncheon and the Executive of the C.F.L.P.A. shall be invited to attend the awards luncheon;

- (q) Goods and Services Tax directly related to the expenses described herein.

B - TRAVELLING TEAM EXPENSES

- (a) Transportation:
 - (i) An allowance for 46 persons based on economy group rate. If charter necessary, the actual cost of the charter rate;
- (b) Hotel and meal expense:
 - (i) Flat rate of \$5,000.00 per day. Half days may be included in computation;
- (c) Bus and transfer costs: actual expenses;
- (d) Training expenses:
 - (i) An allowance of \$200.00 per day for a maximum of 14 days to cover all sundry team expenses, including tape, medical supplies, medical services, x-rays, laundry and dry cleaning;
- (e) Audit expenses;
- (f) Goods and Services Tax directly related to the expenses described herein.

“net proceeds” shall mean gross income less direct expenses.

IT IS MUTUALLY AGREED throughout the term of this Agreement that each Player shall receive at least the minimum compensation.

In addition to the minimum compensation, 51% of the net proceeds less the minimum compensation for those Players on each Member Club participating in the Playoff games on the active Roster including Players named on the Injured Players' List to a maximum of 46 shall be paid to all Players receiving minimum compensation or entitled to receive minimum compensation on a pro-rata basis related to the minimum compensation received or to be received by each Player.

The Member Clubs shall use their best efforts to promote the Playoff Games and if requested, the C.F.L.P.A. will provide a representative to attend and assist in the promotion of the Playoff Games.

Section 12.02 **Grey Cup Game**

Definitions:

In this Section the following words and phrases shall be given the following definitions:

“**minimum compensation**” shall mean the minimum amount payable to each Player on the Roster and/or Injured Players’ List for the Grey Cup Game and shall be:

Grey Cup Loser	-	\$ 6,000.00
Grey Cup Winner	-	\$12,000.00

IT IS MUTUALLY AGREED that throughout the term of this Agreement each Player on the Roster and/or Injured Players’ List of a Member Club participating in the Grey Cup Game shall receive at least the minimum compensation.

IT IS MUTUALLY AGREED that throughout the term of this Agreement each Player on the Roster and/or Injured Player List of the Member Club participating in and winning the Grey Cup Game shall be provided with a Grey Cup Ring.

Section 12.03 **General**

The C.F.L. and C.F.L.P.R.C. covenant and agree that the Member Clubs shall use their best efforts to minimize the direct expenses in Section 1 of this Article.

In accordance with the terms of Section 1 and Section 2 of this Article, minimum compensation shall be paid to the Players eligible to receive the same within 48 hours following the last Playoff Game or Grey Cup Game in which the Player is required to participate, provided however that in the event that a Player is in need of funds the Player may request and the Member Club shall pay to the Player an advance of minimum compensation payable up to the sum of \$1,000.00.

It is understood and agreed that the net proceeds as set out in Section 1 of this Article shall be paid to the Players eligible to receive the same as soon as possible but in any event no later than 60 days following the date that the Grey Cup Game is played.

It is understood and agreed that the C.F.L.P.R.C. and the C.F.L. shall be required to forward to the C.F.L.P.A. an audited statement in relation to the Playoff Games within 60 days following the date that the Grey Cup is played setting out the gross income, direct expenses and net proceeds of the Playoff Games. The C.F.L. shall forward to the C.F.L.P.A. an audited statement in

relation to the Grey Cup Game at the same time that the financial statements are provided in accordance with Article 30 Section 3 of this Agreement.

ARTICLE 13: PENSION PLAN

Section 13.01 Pension Plan Declaration of Trust

The C.F.L. Players' Pension Plan shall continue as amended and restated by the Board of Trustees on the 30th day of June, 1999.

The Trustees of the C.F.L. Players' Pension Plan shall be appointed in accordance with the C.F.L. Players' Pension Plan Trust Fund Trust Agreement between the Canadian Football League Players' Association of the First Part, the Canadian Football League of the Second Part and Mark McLoughlin, Don Moen, Stu Laird, Al Ford, Bayne Norrie and Fred James (the "Trustees") of the Third Part dated the 30th day of June, 1999.

Section 13.02 Member Club Pension Plan Contribution

During each of the years 2002, 2003, 2004 and 2005 each Member Club in the C.F.L. shall contribute annually the amount of monies described below to the C.F.L. Players' Pension Plan for each Player who has been on one or more Member Club's Roster or Injured Player's List or Disabled List for nine (9) or more games during each respective season:

Member Club Contribution \$2,500.00

During each of the years 2002, 2003, 2004 and 2005 each Player shall contribute annually the amount of monies described below to the C.F.L. Players' Pension Plan:

Player's Contribution \$2,500.00

The increase in the Player's contribution in the year 2002 in the sum of \$500.00 per Player shall be deducted from the \$1,000.00 bonus payable to the Player in accordance with Article 14 of this Collective Agreement, and paid to the Pension Plan.

The Player's contribution shall be deducted from the Player's salary (\$225.00/game for the first four games and \$320.00 per game for the next five games) and shall be paid by each Member Club to the Pension Plan on the Friday of the week following the week of the deduction.

The Member Club's contribution less \$200.00 per Player shall be paid by each Member Club to the Pension Plan with respect to each Player within twenty-eight (28) days following the date of the ninth game of each Player.

The Member Club's contribution of the remaining \$200.00 per Player to make up the total Member Club contribution specified above shall be paid by each Member Club to the Pension Plan within ninety (90) days following the date of the Grey Cup Game.

Within thirty (30) days following the date of the ninth game of each Player, the Member Clubs shall provide a written statement to the C.F.L.P.A. setting out the names of the Players and full particulars with respect to the amount of monies paid and when monies were paid by the said Member Club to the Pension Plan.

In the event that any Member Club fails to make payment as provided for herein, the Member Club shall pay interest on the monies payable to the Pension Plan at the prime lending rate of the C.I.B.C. plus 3% or the rate of return earned by the Pension Plan during the time that the said Member Club failed to make payment, whichever is the greater.

For the purposes of this Article "games" shall mean regular season games, Playoff games and Grey Cup Game.

The C.F.L. may collect the C.F.L. pension plan payments from Member Clubs and make payment to the Pension Plan, however, such a procedure will not relieve the Member Club or the C.F.L. from the obligations as described in this Article and this Collective Agreement. This payment by the C.F.L. is for administrative ease and the C.F.L. assumes no additional liability in respect of such payment.

ARTICLE 14: RULES AND REGULATIONS

Section 14.01 Definition

It is understood and agreed that "Rules and Regulations" as described and contained in Paragraph 7 of the C.F.L. Standard Player Contract shall be the C.F.L. Constitution, the By-Laws of the C.F.L. and the Regulations of the C.F.L., all of which are attached hereto and marked as Appendix "E". In the event that there is any conflict between any term or condition contained in this Agreement and any term or condition contained in the Rules and Regulations, the term or condition contained in this Agreement shall govern.

Section 14.02 Amendment to Rules and Regulations

It is understood and agreed that for the term of this Agreement, Section 9 of the C.F.L. By-laws shall be amended by adding the following provision:

Section 9 - Inactive Roster

E. Injured Waivers

1. A Player who has been injured may be put on injured waivers with the right of recall.
2. The claim procedures and the priorities for claiming a Player in Section 4 of these By-laws shall apply to injured waivers.
3. If no claim is made for a Player put on injured waivers, the Member Club shall either put the Player on the injured waivers list, put the Player on the injured list or restore the Player to the active roster or reserve list.
4. A Player put on the injured waivers list shall not participate in the following game played by the Member Club, however the Player will be eligible to participate in any game at any time thereafter provided the Member Club Medical Committee or the Member Club Doctor is of the opinion that the Player is fit to play skilled football.
5. A Player put on the injured waivers list shall be on the inactive roster of the Member Club and all terms of the C.F.L. Standard Player Contract between the Player and the Member Club shall remain in force.
6. A Member Club shall not terminate the C.F.L. Standard Player Contract with a Player put on injured waivers or the injured waivers list unless the Member Club Medical Committee or the Member Club Doctor is of the opinion that the Player is fit to play skilled football.

7. If the Member Club claims a Player on injured waivers, the Member Club claiming the Player shall have the same rights and obligations as the Member Club putting the Player on injured waivers.

F. Nine Game Injury List

1. A Player who has been injured and the injury or injuries are determined by the Member Club doctor to be such that it is probable the Player will be unable to return for 9 games or more, may be placed on the Nine Game Injury List. When the Player is placed on the Nine Game Injury List, the Player can not return to play prior to the expiration of the 9 games. When placed on the Nine Game Injury List the Player's salary and benefits shall be excluded from the Competitive Expenditure cap. A Player shall not be placed on the Nine Game Injury List unless the Player or the Player Representative is served with written notice prior to being placed on the Nine Game Injury List in the form which is attached hereto and marked as Appendix "F".

It is understood and agreed that the following Rules and Regulations shall not be amended or added to throughout the term of this Agreement:

By-laws of the C.F.L.

Section 4	-	Waivers
Section 7	-	Standard Player Contract
Section 8	-	Eligibility of Players
Section 9	-	Inactive Roster

Regulations of the C.F.L.

Part 1 - Department

The C.F.L. and C.F.L.P.R.C. may amend the other Rules and Regulations for the operation of the Member Clubs in the C.F.L. provided that these amendments to the Rules and Regulations do not change the terms and conditions of employment of Players in the C.F.L. and the terms and conditions of the Agreement evidenced by the C.F.L. Standard Player Contract between the Player and the Member Club and the terms of this Agreement.

The C.F.L. shall forthwith provide the C.F.L.P.A. with any change or amendment to the Rules and Regulations.

Section 14.03 **Free Agents**

The C.F.L., C.F.L.P.R.C. and the Member Clubs in the C.F.L. shall not take any action or make any Agreement which in any way affects the ability of a Player whose Contract with a Member Club has expired and has become a free agent from negotiating freely with any Member Club in the C.F.L.

When a Player becomes a free agent, there shall not be consideration flowing from the Member Club with whom such Player signs to any other Member Club or Member Clubs or the C.F.L. or the C.F.L.P.R.C. or any other firm, corporation or person.

Section 14.04 **Negotiation List**

Notwithstanding anything contained in the Rules and Regulations throughout the term of this Agreement, no Member Club in the C.F.L. shall place or have on its negotiation list a Player who has been or is a veteran in accordance with the terms of this Agreement.

Section 14.05 **Posting of Rules and Regulations**

It is understood and agreed that copies of the Rules and Regulations as attached hereto and marked as Appendix "E" and any amendments thereto shall be placed within the locker rooms of each of the Member Clubs and shall be made available to the Players upon request.

Section 14.06 **Club Rules**

It is understood and agreed that the Member Clubs may make rules in order to regulate the personal conduct, punctuality, travel and dress codes and media relations for the Players provided such Rules and Regulations are reasonable.

The Member Clubs shall serve copies of Member Club rules upon the C.F.L.P.A. prior to the commencement of each season. If there are any changes or amendments to a Member Club rules, copies thereof shall be served upon the C.F.L.P.A.

The Member Club rules as described herein and any amendments made thereto shall have no force or effect until copies are provided to the Players and copies are served upon the C.F.L.P.A.

Section 14.07 **Termination of a Player's Contract**

Notwithstanding the provisions of the By-Laws as contained in Appendix "E", a Member Club desiring to terminate the Contract of a Player shall be required to personally serve written notice to that effect to the Player in the form which is attached hereto and marked as Appendix "G". In the event that such notice cannot be served personally on the Player, the Club shall be deemed to have served such written notice on the Player by personally serving the same on the Players' Association representative on the Club Roster. In the event that the Player or the Players' Association representative is not personally served with the written notice attached hereto and marked as Appendix "G", the Contract between the Player and the Member Club shall be deemed to be in effect and the Club shall be obligated to fulfil all terms and conditions contained in the Contract including making payment to the Player of all payments under the terms and conditions of the Contract until such time as written notice is personally served upon either the Player or the Players' Association representative in the manner hereinbefore described or until ten days have expired from the last day that the Player attended a practice or a meeting with the Member Club whichever first occurs. In the event that notice in writing is not personally served as hereinbefore described 48 hours prior to the commencement time of any regular season game, playoff game, or Grey Cup game the Member Club shall be obligated to pay to the Player all monies and all other benefits under the terms and conditions of the Contract as if the Player were on the Member Club Roster at the time of playing the said game.

Section 14.08 **Disciplinary Action by Commissioner or Chairman**

In the event that disciplinary action is taken as against a Player by the Commissioner or the Chairman of the C.F.L. in accordance with the terms of the C.F.L. Standard Player Contract and/or the rules and regulations and in the event that the Player disputes the reason for the disciplinary action or the severity of the disciplinary action, the Player may submit such a dispute to arbitration in accordance with the arbitration system contained in this Agreement.

Section 14.09 **Competitive Expenditure Cap**

In the event that the C.F.L. and the Member Clubs intend to implement a Competitive Expenditure Cap with respect to the operations of the C.F.L. and the Member Clubs, the C.F.L. and the Member Clubs shall forthwith provide in writing to the President and Legal Counsel of the C.F.L.P.A., particulars in relation to any such proposed Competitive Expenditure Cap.

In the event that the C.F.L. and the Member Clubs agree to continue with or change or implement a Competitive Expenditure Cap with respect to the operations of the C.F.L. and the Member Clubs, the C.F.L. and the Member Clubs shall forthwith provide in writing to the President and Legal Counsel of the C.F.L.P.A. particulars in relation to any such Competitive Expenditure Cap.

The Competitive Expenditure Cap shall not be less than: \$2,430,000.00 in 2002, \$2,500,000.00 in 2003, \$2,550,000.00 in 2004 and \$2,600,000.00 in 2005. The C.F.L.P.A. and the C.F.L.P.R.C. agree to establish a Committee which will have 2 representatives appointed by the C.F.L. and 2 representatives appointed by the C.F.L.P.A. The Committee will be responsible to prepare and present a formula for revenue sharing in the future with the objective to be to come to a mutually agreeable formula which will result in the adjustment of the Competitive Expenditure Cap where revenue warrants the same.

The total amount included in the Competitive Expenditure Cap shall not include the following:

1. salary and benefits in relation to the third Quarterback (the third highest paid Quarterback) with each Member Club.
2. the salary and benefits in relation to the second designated import (the second highest paid designated import) with each Member Club.
3. all monies paid to players for benefits including pre-season compensation, pension plan, travel allowance, payments for playoff compensation and Grey Cup compensation.
4. compensation paid to players named to the nine game injury list.

If the C.F.L. sets a Competitive Expenditure Cap which includes Players, this Competitive Expenditure Cap will not include coaches.

All information with respect to the Competitive Expenditure Cap including any resolutions, regulations, by-laws, or policies shall be provided to the C.F.L.P.A. within 14 days of being approved by the Board of Governors.

In recognition of the increase in the Competitive Expenditure Cap in the year 2002, each Player on the roster of a Member Club (without restricting the generality of the foregoing, this shall include active roster, injured list, and nine game injured list) for the first regular season game

following ratification of this Collective Agreement by the Players, shall be paid a bonus in the sum of \$1,000.00. This is a one-time payment.

A Player shall be considered to be on the roster for the purposes of this Section if his Standard Player Contract has been terminated and thereafter it is determined by an Arbitrator that he is entitled to be paid for the first regular season game following ratification of this Collective Agreement by the Players.

Section 14.10 **Equalization Draft**

In the event that the Member Clubs in the C.F.L. decide to hold an equalization draft, full particulars shall be provided to the C.F.L.P.A. in advance of the said draft.

It is agreed that should an equalization draft be held, no more than one veteran Player shall be drafted from one Member Club in any one season.

Section 14.11 **Expansion Draft**

In the event that a new Member Club is added to the C.F.L. the expansion draft for the new Member Club shall be on the same basis as the Ottawa expansion draft of 2002 a copy of which is attached hereto and marked as Appendix _"B".

ARTICLE 15: RELEASE OF A VETERAN PLAYER

Section 15.01 Player Qualified as a Veteran for Six Years or More

It is mutually agreed that in the event a Player has qualified as a veteran for six or more seasons including the season in which he is playing and in the event that the said Player is released after the date of the 9th regular season game played by the Member Club, the said Player shall receive compensation equivalent to 100% of the amount of compensation (including all pension benefits and other benefits provided for in the C.F.L. Standard Player Contract and this Agreement) to which the Player would have been entitled had he remained on a Player's Roster of the Member Club for the remainder of the regular season games, playoff games and Grey Cup game of the Member Club during the season in which he was released in accordance with the terms of the C.F.L. Standard Player Contract that was in existence between the said Player and the Member Club prior to the Player being released.

Section 15.02 Player Qualified as a Veteran for Five Years

It is mutually agreed that in the event a Player has qualified as a veteran for five seasons including the season in which he is playing and in the event that the said Player is released after the date of the 11th regular season game played by the Member Club, the said Player shall receive compensation equivalent to 100% of the amount of compensation (including all pension benefits and other benefits provided for in the C.F.L. Standard Player Contract and this Agreement) to which the Player would have been entitled had he remained on a Player's Roster of the Member Club for the remainder of the regular season games, playoff games and Grey Cup game of the Member Club during the season in which he was released in accordance with the terms of the C.F.L. Standard Player Contract that was in existence between the said Player and the Member Club prior to the Player being released.

Section 15.03 Player Qualified as a Veteran for Four Years

It is mutually agreed that in the event a Player has qualified as a veteran for four seasons including the season in which he is playing and in the event that the said Player is released after the date of the 13th regular season game played by the Member Club, the said Player shall receive compensation equivalent to 100% of the amount of compensation (including all pension benefits and other benefits provided for in the C.F.L. Standard Player Contract and this Agreement) to which the Player would have been entitled had he remained on a Player's Roster of the Member

Club for the remainder of the regular season games, playoff games and Grey Cup game of the Member Club during the season in which he was released in accordance with the terms of the C.F.L. Standard Player Contract that was in existence between the said Player and the Member Club prior to the Player being released.

Section 15.04 **Player Qualified as a Veteran for One or More Years**

It is mutually agreed that in the event a Player has qualified as a veteran and in the event that the said Player is released after the date of the 14th regular season game played by the Member Club, the said Player shall be entitled to all medical benefits that he was receiving prior to the termination of the contract with the Member Club until the day before the first day of the training camp period in the year following the year of termination of the Contract with the Player.

Section 15.05 **Injury Grievances**

It is mutually agreed that in the event that a Player's Contract is purported to be terminated prior to the dates set out in Sections 1, 2, and 3 herein, and that thereafter the Player through the injury grievance procedure or arbitration becomes entitled to compensation payable up to or after the applicable date in Sections 1, 2, or 3 herein, the Player shall be entitled to the benefit of Article 15 as if he had been terminated on the date that he became fit to play skilled football.

Section 15.06 **Release of a Veteran**

For the purposes of this Article a Player is not released until notice has been served in accordance with Article 14, Section 7 of this Agreement and the waiver period described in the said Notice has expired.

ARTICLE 16: MEDICAL PLAN AND LIFE INSURANCE

The C.F.L., the C.F.L.P.A. and the C.F.L.P.R.C. agree that the C.F.L. shall be paid a rebate of premium in the sum of \$350,000.00 from the surplus in the Group Medical Plan, Group Life Insurance Plan and Group Accidental Death and Dismemberment Plan (hereinafter collectively referred to as the "Group Plans") which shall be a one time payment payable upon the ratification of this Collective Agreement.

On the first day of July 2003 and on the first day of July for each year thereafter during the term of this Collective Agreement the Benefit Plan Advisory Committee will review the status of the Group Plans, and if there is a surplus and if the rebate of the surplus will not impact on the Group Plans in a negative way, the C.F.L. will be paid a rebate of premium in the amount of the surplus or in such lesser amount as recommended by the Benefit Plan Advisory Committee.

A Group Medical Plan, a Group Life Insurance Plan and a Group Accidental Death and Dismemberment Plan (Group Plans) for Players shall be established which shall be self-administered through Norfolk Financial Group Inc. or such other company as the C.F.L.P.A. may designate (herein referred to as the "Administrator"). The coverage shall include the same coverage provided by Group Policy Number 33572 issued by the Great West Life Assurance Company to the C.F.L.P.A. in 1994, the Group Life Insurance, the Group Accidental Death and Dismemberment Plan, all benefits described in the Group Medical Plan in Appendix "H" attached hereto and any changes made to the benefits in accordance with the terms of this Article.

Group Life Insurance shall be issued by "Manufacturers Life" or such other company as the C.F.L.P.A. may designate on the basis that the amount of coverage shall be at least \$110,000.00 per player.

Group Accidental Death and Dismemberment Insurance shall be issued by Lloyds of London or such other company as the C.F.L.P.A. may designate on the basis that the amount of coverage shall be at least \$30,000.00 per player.

The premiums for the Group Life Insurance and the Group Medical Plan shall be the same rates as 1995/1996 (as set out in Appendix "H") and shall be paid by the Member Clubs of the C.F.L. on the basis that one-twelfth (1/12) of the total premium shall be paid on the first day of each and every month, commencing on the 1st day of July, 2002 and in the event that the Member Clubs in the C.F.L. fail to make payment of the premiums as described above, the premiums shall be paid by the C.F.L.

Provided that the Player accurately provides the Member Club with his off-season residence address and any other information requested by the Member Club for insurance purposes, in the event that the Member Club improperly describes the Player's class to the Administrator, the Member Club shall be responsible to pay to the Player any loss sustained by the Player which would not have been sustained if the Player had been described in the proper class to the Administrator.

The Group Plans shall be administered by the Benefit Plan Advisory Committee.

The Benefit Plan Advisory Committee shall consist of three voting members and two non-voting members. The C.F.L.P.A. shall appoint two voting members and two non-voting members and the C.F.L. shall appoint one voting member. The non-voting members shall be representatives from the Administrator and serve as liaison between the Administrator and the Benefit Plan Advisory Committee.

The Benefit Plan Advisory Committee shall be responsible for supervising the Administrator of the Medical Plan and Life Insurance and shall:

- (a) Review year end financial statements;
- (b) Review renewal proposals;
- (c) Review changes proposed with respect to the Plan;

Each voting member of the Benefit Plan Advisory Committee shall have one vote except with respect to matters related to special coverage requests, employee appeals, and change in the benefits in which cases the two voting members appointed by the C.F.L.P.A. shall have one vote and the one voting member appointed by the C.F.L. shall have one vote.

The Benefit Plan Advisory Committee may agree to change the benefits including, the addition of dental coverage and disability coverage provided the state of the reserves of the Group Plans permit it and further provided that the premiums are not increased. The voting Member appointed by the C.F.L. shall not unreasonably withhold consent to increase benefits of the Group Plans.

Each Member Club shall execute and deliver to the C.F.L.P.A. and the Administrator an application to participate in the C.F.L.P.A. Group Insurance Plan in a form which will be agreed upon by the parties to this Agreement.

The C.F.L. may collect the premiums payable by Member Clubs and make payment of the same, however, such a procedure will not relieve the Member Clubs or the C.F.L. from the obligations as described in this Article and this Collective Agreement. This is for administrative ease and the C.F.L. assumes no additional liability by making such payments.

ARTICLE 17: PRACTICE AGREEMENT

It is mutually agreed that whenever a Player who is not signed to a C.F.L. Standard Player Contract practices with a Member Club the said Player and Member Club shall be required to execute an Agreement in the form as set out in Appendix "I" attached hereto.

A Player who is not signed to a C.F.L. Standard Player Contract or a Practice Agreement in the form attached hereto and marked as Appendix "I" shall be prohibited from attending a practice of a Member Club.

Notwithstanding the terms of the Practice Agreement, if a Player who is signed to a Practice Agreement is entitled to receive compensation based upon the minimum compensation as described in Article 9 of this Agreement per season or more, any such Player shall be deemed to be on the roster of the Member Club for the purposes of all benefits described in the C.F.L. Standard Player Contract and this Agreement. Any such Player shall participate in and receive all benefits in accordance with the C.F.L. Standard Player Contract and this Agreement and without restricting the generality of the foregoing, this participation and these benefits shall include pension plan benefits, medical plan and life insurance benefits and injury protection but shall not include post season compensation.

If a Member Club elects to execute a C.F.L. Standard Player Contract in accordance with the terms of a Practice Agreement, it shall forthwith provide the Player with an executed copy of the same and shall be required to pay the Player for the next game (regular season, playoff, or Grey Cup) played by the said Member Club.

If a Player signed to a Practice Agreement notifies the Member Club of termination of the Practice Agreement before receipt of a C.F.L. Standard Player Contract executed by the Member Club, the C.F.L. Standard Player Contract shall have no force or effect.

Notification of termination of a Practice Agreement may be either verbal or in writing.

A Member Club shall complete the Practice Agreement with respect to compensation payable prior to presentation to a Player for execution. Compensation payable in accordance with the terms of the Practice Agreement shall not be deferred in any way.

During any season a Member Club shall not sign a Player to a Practice Agreement prior to the day before the day of the first regular season game.

ARTICLE 18: DISCRIMINATION AND PERSONAL APPEARANCES

- (a) **Discrimination:** There shall be no discrimination in any form against any Player by the C.F.L.P.R.C., any Member Club in the C.F.L. or by the C.F.L. because of race, religion, or activity on behalf of the C.F.L.P.A.

- (b) **Personal Appearances:** No Player shall be disciplined because of his personal appearance, including hair length, facial hair or dress, provided however that the Member Clubs in the C.F.L. may make and enforce reasonable rules governing Players' appearance on the field, in public places when representing the Club and when travelling with the Club.

ARTICLE 19: PAYMENT OF C.F.L.P.A. DUES

The Member Clubs shall on or before the 20th day of every month commencing the first month following the month in which the Member Club plays its first regular season game, pay and remit (deliver) to the C.F.L.P.A. all C.F.L.P.A. Player dues required to be deducted by all Member Clubs in accordance with paragraph 4B of the C.F.L. Standard Player Contract for all Players on all of the Member Clubs' Player Rosters and in accordance with the Practice Agreement for all Players signed by Member Clubs' to Practice Agreements. The Member Clubs shall also provide the C.F.L.P.A. on or before the 20th day of every month, a list indicating the names of Players and the amount of monies deducted with respect to each Player.

In the event that a Member Club purports to terminate a C.F.L. Standard Player Contract and/or a Practice Agreement and thereafter makes payment to the Player in accordance with the provisions of Article 15 of this Collective Agreement, paragraph 21 of the C.F.L. Standard Player Contract or for any other reason, the Member Club shall deduct and remit to the C.F.L.P.A. the C.F.L.P.A. dues with respect to any such Player.

In the event that a Member Club fails or refuses to deduct C.F.L.P.A. dues from monies payable to a Player and to thereafter remit said dues to the C.F.L.P.A. in accordance with the C.F.L. Standard Player Contract and Practice Agreement and this Collective Agreement, the said Member Club shall be required to pay to the C.F.L.P.A. a sum equivalent to said C.F.L.P.A. dues.

In the event that any Member Club fails to make payment as provided for herein, the Member Club shall pay to the C.F.L.P.A. interest on monies payable to the C.F.L.P.A. at the prime lending rate of the Canadian Imperial Bank of Commerce plus 3% from the date that monies were payable until the date the C.F.L.P.A. receives payment.

The C.F.L. may collect the C.F.L.P.A. dues from Member Clubs and make payment to the C.F.L.P.A. however such a procedure will not relieve the Member Club or the C.F.L. from the obligations as described in this article and this Collective Agreement. This is for administrative ease and the C.F.L. assumes no additional liability by making such payments.

ARTICLE 20: C.F.L.P.A. REPRESENTATIVE ON RULES COMMITTEE

Throughout the term of this Agreement, the Rules Committee in accordance with Article 15 of the constitution of the C.F.L. shall be made up of ten (10) voting members, one of which shall be appointed by the C.F.L.P.A.

ARTICLE 21: IMPOSITION OF FINES AND MAXIMUM DISCIPLINE

Section 21.01 Imposition of Fine

When a fine imposed by a Member Club on a Player is \$75.00 or less, the Players and the Head Coach may use the fine monies for the benefit of all Players on the Member Club Roster.

No Player shall be fined for breach of any rule and regulation of a Member Club unless a copy of the rule and regulation of the Member Club has been provided to the Player and to the C.F.L.P.A. and is reasonable. All Players shall be treated by Member Clubs in a mature manner.

Any fine imposed upon a Player shall be required to be imposed within ten days from the time of the infraction and in the event a fine is not so imposed, it shall have no force or effect.

Section 21.02 Payment to C.F.L.P.A.

The C.F.L. shall on or before the 20th day of every month commencing with the first month following the month in which a Member Club plays its first regular season game pay and remit (deliver) to the C.F.L.P.A. all monies recovered by all Member Clubs and by the C.F.L. as a result of fines imposed upon any Player either by the Member Club or the C.F.L. except for those fines \$75.00 or less which shall be used for the benefit all Players. The use of fine monies for the benefit of all Players shall be agreed upon by the Head Coach and the Players through their Player Representatives.

Section 21.03 Written Notice to C.F.L.P.A.

When a Member Club or the C.F.L. imposes a fine upon a Player, it shall be required to serve written notice to the C.F.L.P.A. setting out the name of the Player, the amount of the fine and reason for the fine within ten days of the imposition of the fine. In the event that written notice is not served as herein provided, the fine shall have no force or effect.

Section 21.04 Maximum Fine

The maximum fine that any Player can be assessed for breach of any published rule or regulation of a Member Club that has been provided to a Player and that is reasonable or for the breach of any term or condition of the Standard Player Contract in existence between the Player and

the Member Club, shall be a sum equal to one-half of the amount a Player would earn for one regular season game from all Contracts between the Player and the Member Club in that year.

Section 21.05 Use of Fine Monies by C.F.L.P.A.

All fine monies paid to the C.F.L.P.A. may be used by the C.F.L.P.A. for any purposes, provided however, the C.F.L.P.A. will provide the C.F.L.P.R.C. with notice with respect to the use of fine monies.

Section 21.06 Dispute of Fine by Player

In the event that a Player disputes the reason for the imposition of the fine or the amount of the fine imposed, the Player may submit such dispute to arbitration in accordance with the arbitration system contained in this Agreement. In the event that a Board of Arbitration determines that a Player is entitled to be reimbursed fine monies or any part thereof, the C.F.L.P.A. shall reimburse the Club the amount of the fine monies or any part thereof awarded to the Player and the Member Club shall upon receipt reimburse the Player.

ARTICLE 22: FUTURE EXPANSION

In the event that there is the addition of one or more new Member Clubs in the C.F.L., such Member Club or Member Clubs shall be required to acknowledge in writing to the C.F.L.P.A. their acceptance of all terms and conditions contained in this Agreement and such Member Club or Member Clubs shall be required to acknowledge in writing to the C.F.L.P.A. that it or they agree to be bound by all terms and conditions contained in this Agreement except for any term or condition contained in this Agreement which is unlawful in the jurisdiction where the new Member Club or Member Clubs are situate.

The President of the C.F.L.P.A. shall be appointed as an ex-officio Member of the C.F.L. Expansion Committee.

ARTICLE 23: ROSTER SIZE

During each season the active Roster size of each Member Club in the C.F.L. shall be a minimum of thirty-nine (39) Players and a maximum of forty (40) Players.

During each season there shall not be more than 18 imports which shall include two designated imports and which shall exclude quarterbacks on the active Roster of each Member Club.

During each season, Section 8 sub-sections 1 and 2 of the C.F.L. By-Laws (Appendix "E" to the Collective Agreement) shall be amended and shall be deemed to be amended as follows:

"1. The Commissioner shall maintain in the League office a registry of players under contract with each member Club. Prior to the commencement of the regular season schedule each member Club shall, in accordance with a timetable prescribed by the Management Council, establish its active roster at:

- (a) a maximum of 40 players, including 3 players who shall be identified as quarterbacks, or a minimum of 39 players, including two players who shall be identified as quarterbacks; and
- (b) a maximum of 37 other players, of whom not more than 18 may be imports.

2. A member Club shall be permitted to dress for a regular season or playoff game or League Championship Game its active roster as described in paragraph 1. The players identified as quarterbacks shall be permitted to alternate for each other during the game at the quarterback position exclusively and shall not be permitted to enter the game at another position, under any circumstances. For the purposes of this paragraph, the duties of the quarterback position may include punting, place-kicking, kicking-off or holding the ball for the kicker on a convert or field goal attempt. The player identified as the third quarterback shall not be eligible to perform the duties of a punter or kicker but may perform all other quarterback duties. When the Club dresses its full quota of import players two shall be designated as a special teams player who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play."

The designated imports shall only be allowed to participate on the special teams, provided however, a designated import may be directly substituted to replace another import Player provided the said import Player being replaced is on the same side (offensive or defensive) that the designated import will be playing on. The designated import may replace any other import Player

during the game on either side of the ball on the understanding that the Player that he replaces may not re-enter that game.

ARTICLE 24: INJURY GRIEVANCES

Section 24.01 Neutral Physicians

For the purposes of this Agreement, the C.F.L.P.A. and the C.F.L.P.R.C. shall maintain a jointly-approved list of neutral physicians, including at least two orthopaedic physicians in each city in which a Member Club is situate. The list may be subject to review and modification by mutual Agreement. In the event that there is a resignation of a neutral physician and the C.F.L.P.A. and C.F.L.P.R.C. cannot agree on who should replace the neutral physician who has resigned, the Commissioner of the C.F.L. shall name a replacement for the neutral physician. Each neutral physician should be willing and able to examine Players in the C.F.L. promptly. The neutral physicians during the term of this Agreement are described in the list of neutral physicians which is attached hereto and marked as Appendix "J".

In the event that a neutral physician is required who is a specialist in an area other than orthopaedic medicine, the Commissioner shall appoint such neutral physician upon request.

Section 24.02 Instructions to Neutral Physicians

When a neutral physician is appointed he shall be required to meet in person or by way of telephone conference with a representative of the C.F.L.P.A. and a representative of the C.F.L.P.R.C. in order that he can be properly instructed with respect to his duties and responsibilities in accordance with his appointment. Each neutral physician shall be provided with a letter of instructions in the form which is attached hereto and marked as Appendix "K".

Section 24.03 Unavailability of Neutral Physician

In the event that a neutral physician is not available to examine the Player within the time parameters of the Standard Player Contract, the Player may contact the Commissioner of the C.F.L. and the Commissioner shall provide the Player with the name of a qualified physician who is willing and able to see the Player within the time parameters provided.

Section 24.04 Contact with Neutral Physicians

Neither the Member Club nor the C.F.L.P.A. shall make any contact with the neutral physician in relation to an injury grievance, other than through the offices of the Commissioner of the C.F.L. or as expressly provided for herein. Any contact made by the Commissioner of the C.F.L.

with a neutral physician shall be made by way of written correspondence and copies of the same shall be provided to the C.F.L.P.A. and the C.F.L.P.R.C.

The Member Club or the C.F.L.P.A. may contact a neutral physician to request his report be put into a proper form provided however the contact shall be either by way of correspondence on the basis that all parties will be copied with the correspondence or by telephone on a basis that it will be by way of conference telephone call with both the C.F.L.P.A. and the Member Club participating at the same time.

In the event that a Member Club or the C.F.L.P.A. may require the attendance of a neutral physician at arbitration or at court, contact may be made directly with the neutral physician to discuss the evidence to be given by the said neutral physician; provided proceedings have been commenced by way of service of a Notice to Arbitrate, service of a Statement of Claim, or a Writ of Summons.

Section 24.05 **Fee for Neutral Physician**

The fees for the neutral physician shall be paid by the C.F.L., and the C.F.L. shall be reimbursed by the C.F.L.P.A. for one-half of these fees. If the decision of the neutral physician agrees with the Club, the C.F.L.P.A. shall reimburse the C.F.L. for the remaining one-half of the amount of the fee of the neutral physician, and if the decision of the neutral physician agrees with the position of the Player, the C.F.L. shall reimburse the C.F.L.P.A. one-half of the amount of the fees of the neutral physician paid by the C.F.L.P.A.

Section 24.06 **Decision of the Neutral Physician**

The decision of the neutral physician shall be final and binding upon the Player, the Member Club of the C.F.L., the C.F.L.P.A. and the C.F.L.P.R.C.

If the neutral physician is able to render an opinion to the effect that the Player is either fit to play skilled football or unfit to play skilled football, his decision shall not be subject to review.

Section 24.07 **Pre-Existing Conditions**

The words "pre-existing condition" as they are contained in Paragraph 20 and Paragraph 21 of the C.F.L. Standard Player Contract shall not include the use of alcohol or drugs.

Section 24.08 **Pre-Training Camp Examination by a Neutral Physician**

A Member Club in the C.F.L. may prior to the commencement of the training camp period require a Player to attend before a neutral physician in order to determine the status of any pre-existing condition for purposes of determining whether there is in the future an aggravation of said pre-existing condition.

Section 24.09 **Failure on the part of a Member Club to provide Medical Records**

In the event that a Player proceeds in accordance with Paragraph 21 of the C.F.L. Standard Player Contract to submit to an examination by a neutral physician as a result of the Member Club purporting to terminate his Contract and in the event that the Member Club fails to provide the said neutral physician with their medical records, within the time described in Appendix "K", the said Member Club shall be precluded in any future arbitration or Court proceedings from calling any medical evidence with respect to the Player's claim.

The Member Club shall not provide the opinion of the Member Club's doctor as to whether the Player is fit or unfit to play skilled football unless a medical examination has been conducted by the Member Club doctor within three days prior to the date that the Member Club serves Notice of Termination on the Player or within 48 hours following the Player's service on the Member Club with Notice pursuant to Paragraph 21 of the Player's Standard Player Contract that the Player disputes his release. The Player shall make himself available at the City where the Member Club is located within 48 hours following the service of the Notice pursuant to Paragraph 21 of the Player's Standard Player Contract to be examined by the Member Club doctor. Should the Member Club doctor fail to examine the Player within 48 hours following the date that the Member Club is served with Notice pursuant to Paragraph 21 of the Player's Standard Player Contract, the Member Club may, provided the Member Club pays for the Player's transportation and accommodation to re-attend at the City where the Member Club is located, require that the Player attend for an examination by the Member Club doctor within 7 days following the date of service of the Notice by the Player on the Member Club pursuant to Paragraph 21 of the Player's Standard Player Contract that the Player disputes his release.

If the Player does not make himself available to be examined by the Member Club doctor within 48 hours following the service of the Notice pursuant to Paragraph 21 of the Player's Standard Player Contract, he shall at the request of the Member Club and at his own expense re-attend for an examination by the Member Club doctor at the City where the Member Club is located within 7 days following the date of service of Notice under Paragraph 21.

The Member Club's request to have the player examined shall be in writing, shall provide the date, time and place for the medical examination and shall be copied to the C.F.L.P.A. If the Member Club doctor provides an opinion as to whether the Player is fit or unfit to play skilled football, a copy of the opinion shall be provided to the Player, the C.F.L.P.A. and to the neutral physician.

If the Player is not examined within three days before termination of his Contract or within 48 hours following service of Notice under Paragraph 21 by the Player, and if the Member Club requires that the Player be examined by the Member Club doctor after the Player serves Notice under Paragraph 21 of the Standard Player Contract, the 10 day time limit provided at Appendix "K" for the neutral physician to receive the Member Club's medical records, shall be extended accordingly in order to permit the opinion of the Member Club's doctor to be received by the neutral physician.

Section 24.10 **Disclosure at Training Camp Medical**

When a Player attends before the Member Club's medical committee in accordance with paragraph 6 of the C.F.L. Standard Player Contract, the Player shall not be prejudiced with respect to any subsequent claim pursuant to paragraph 21 of the C.F.L. Standard Player Contract in the event that he neglects to disclose any previous injury or illness provided he has previously disclosed such injury or illness to the Member Club or any other Member Club.

ARTICLE 25: TRAVEL ALLOWANCE

During the term of this Agreement when a Player is travelling with a Member Club for pre-season games, regular season games, Playoff games and Grey Cup Game, the Member Club shall pay to the Player a travel allowance in the sum of \$90.00 for each day or any part thereof with the following exceptions:

- (a) On game day if the Member Club provides a pre-game meal, the travel allowance will be \$70.00 per player for that day;
- (b) If the Member Club departs the city (time of flight) to return to its home city prior to 12:00 o'clock noon of the time zone of the city it departs from, and there is no team meeting or practice on that day before leaving the city, there will be no travel allowance payable for that day.

ARTICLE 26: ACCESS TO INFORMATION

Section 26.01 C.F.L. Standard Player Contracts and Practice Agreements

The C.F.L. and/or each Member Club shall provide the C.F.L.P.A. with a copy of each C.F.L. Standard Player Contract, each Practice Agreement, each Addendum to a C.F.L. Standard Player Contract, and each Amendment and Addition to a C.F.L. Standard Player Contract, signed by a Player within fourteen days of execution.

The C.F.L. and/or each Member Club shall provide the C.F.L.P.A. with a copy of all Contracts including Personal Services Contracts between the Member Club and a Player, provided however there shall be no obligation to provide Contracts between a Player and a third party which is not a Member Club.

In this Section, C.F.L. Standard Player Contract, Practice Agreement and Addendum to C.F.L. Standard Player Contract, addition to C.F.L. Standard Player Contract and Personal Services Contract include any Contracts submitted for registration to the C.F.L.

If the C.F.L. or the Commissioner of the C.F.L. refuses to register a C.F.L. Standard Player Contract or any other agreement, the C.F.L.P.A. shall be provided with notice of such decision no later than 14 days following the date of the decision.

Section 26.02 Other Information

The parties hereto agree that the C.F.L.P.A. shall be provided with the following information on request;

- (a) Active Roster of Member Clubs and addresses for all Players;
- (b) Injured Players' List for Member Clubs;
- (c) Retired Players' List for Member Clubs;
- (d) Suspension List for Member Clubs;

- (e) Names and full particulars with respect to all Players placed on waivers without recall;
- (f) Names and full particulars with respect to all Players placed on waivers with recall who are subsequently deleted from the Roster.
- (g) Injured waivers, injured waivers list and Nine Game Injury List for Member Clubs.
- (h) Negotiation Lists.

The C.F.L.P.A. shall be allowed access to all Player Contracts filed with the offices of the C.F.L. and any other documentation filed with respect to compensation paid or to be paid to that Player with the C.F.L. Office.

Section 26.03 **Publication of Salary Survey**

The C.F.L.P.A. and the C.F.L.P.R.C. will use their best efforts to prepare a joint salary survey. In the event that the parties are unable to reach an agreement with respect to the form of the Salary Survey, each party may proceed to prepare and distribute a Salary Survey in any form.

In the event that the parties agree to prepare and distribute a jointly prepared Salary Survey, the C.F.L.P.A. will hold harmless the C.F.L.P.R.C. with respect to an action by a Player regarding the use of information contained in the said Salary Survey.

Section 26.04 **Confidentiality**

In the event that there is a term or condition contained in a Player's C.F.L. Standard Player Contract which provides that the terms and conditions of such Contract are to remain confidential, such term and condition shall not prevent the C.F.L.P.A. from reporting the information contained in the said Contract in the Salary Survey as provided for herein.

ARTICLE 27: MOVING AND TRAVEL EXPENSE

Section 27.01 Assignment of Player's Contract

If a Player's C.F.L. Standard Player Contract is assigned to another Member Club, the Player shall be paid a reasonable travel expense to report to the assignee Club; it being understood that if air travel is required, payment shall be a sum equivalent to the economy air fare of the airline used.

If a Player's C.F.L. Standard Player Contract is assigned to another Member Club and the Player reports to the Assignee Club, the Assignee Club shall, at the Player's option, either:

- (a) Pay to the Player the sum of \$1,000.00 in the event that the said Player is on the roster (roster shall include active roster, injured players' list, injured waivers list, and disabled list) of the Assignee Member Club for two games (games shall include regular season games, Playoff games and Grey Cup Game) or,
- (b) If the Player reports and notwithstanding whether the Player is on the roster of the Assignee Club for any games, the said Player shall be reimbursed by the Assignee Member Club the actual cost of moving his furniture and household effects up to a maximum amount of \$1,000.00 (receipts required).

Section 27.02 Change of Residence

If the said Player is on the Roster, (Roster shall include active Roster, injured Player's List, Injured Waivers List, and Disabled List) of the acquiring Member Club for a minimum of five (5) games (games shall include regular season games, playoff games, and Grey Cup game) or as of the last regular season game, playoff or Grey Cup game of the season in which his Contract was assigned, and the Player changes his place of residence to the City where the acquiring Member Club is situate, the Player shall be reimbursed by the acquiring Member Club, the following:

- 1. Economy return air fare for the Player's wife to travel to the site of the acquiring Member Club; and
- 2. The actual cost of moving his furniture and household effects up to those maximum amounts set out in Schedules I, II, III, and IV below:

SCHEDULE I

A Player moving between the following cities shall be entitled to a claim for the actual cost of moving his furniture and household effects up to a maximum of TWO THOUSAND AND SIXTY-TWO (\$2,062.50) DOLLARS AND FIFTY CENTS:

Vancouver – Edmonton
Vancouver - Calgary
Calgary – Edmonton
Calgary – Regina
Calgary – Winnipeg
Edmonton – Regina
Edmonton – Winnipeg
Regina – Winnipeg
Toronto – Hamilton
Montreal – Toronto
Montreal – Hamilton

Toronto - Ottawa
Hamilton – Ottawa
Montreal – Ottawa

SCHEDULE II

A Player moving between the following cities shall be entitled to a claim for the actual cost of moving his furniture and household effects up to a maximum of THREE THOUSAND AND NINETY-THREE (\$3,093.20) DOLLARS AND TWENTY CENTS:

Vancouver – Regina
Vancouver – Winnipeg
Regina – Toronto
Regina – Hamilton
Winnipeg – Toronto
Winnipeg – Hamilton
Montreal – Regina
Montreal – Winnipeg
Regina – Ottawa
Winnipeg – Ottawa

SCHEDULE III

A Player moving between the following cities shall be entitled to a claim for the actual cost of moving his furniture and household effects up to a maximum of FOUR THOUSAND EIGHT HUNDRED AND TWELVE (\$4,812.50) DOLLARS AND FIFTY CENTS:

Calgary – Toronto
Calgary – Hamilton
Edmonton – Toronto
Edmonton – Hamilton
Montreal – Calgary
Montreal – Edmonton
Calgary – Ottawa
Edmonton – Ottawa

SCHEDULE IV

A Player moving between the following cities shall be entitled to a claim for the actual cost of moving his furniture and household effects up to a maximum of FIVE THOUSAND FIVE HUNDRED (\$5,500.00) DOLLARS:

Vancouver – Toronto
Vancouver – Hamilton
Montreal – Vancouver
Vancouver - Ottawa

Section 27.03 **Relocation of Club**

In the event that a Member Club relocates to another City, if a Player has been a permanent resident on a yearly basis in the City in which the Member Club was situated and in the event that the Player becomes a permanent resident on a yearly basis in the City in which the Member Club has relocated to, the Player shall be entitled to and shall be paid moving and travel expenses as provided for in this Article.

ARTICLE 28: NEGOTIATION OF INDIVIDUAL PLAYER CONTRACTS

1. All Member Clubs shall be required to negotiate in good faith with each Player or any person designated by the Player in writing to represent the Player, provided such person designated by the Player in writing at all times acts in accordance with ethical business practices. All Players shall be required to negotiate in good faith with Member Clubs. The Member Club shall not deal with any person who is not registered as a Contract Advisor with the C.F.L.P.A. unless such person is an immediate relative (parent, brother or sister) of the Player.

In the event that a Member Club is contacted by a Contract Advisor not registered with the C.F.L.P.A., the Member Club shall notify the C.F.L.P.A. forthwith.

2. The Commissioner and the President of the C.F.L.P.A. may act as mediators in order to assist in the negotiation of C.F.L. Standard Player Contracts between Players and Member Clubs.

3. All Member Clubs shall be obligated to offer each Player or the Player's representative in the negotiation process a one (1) year C.F.L. Standard Player Contract. The Member Clubs may provide the Player with alternatives in addition to an offer of a one year C.F.L. Standard Player Contract in the form of an offer which would obligate the Player for more than one year.

4. All Member Clubs shall be required to provide a letter, in the form attached hereto and marked as Appendix "K", with a C.F.L. Standard Player Contract when offering the same to a Player who is not a veteran; provided however that failure to comply shall not invalidate the exercise by the Member Club of its right of renewal pursuant to Paragraph 15 of the C.F.L. Standard Player Contract.

Should the Club fail to comply with the terms of this paragraph, the Commissioner shall fine the Club the sum of \$500.00 for the first occurrence and the fine shall be doubled for each infraction thereafter. The fine monies as described herein shall be paid to the C.F.L.P.A.

5. Players shall be allowed to participate in deferred compensation plans. Member Clubs shall provide Players with the name of one company which shall be insured with the Canada Deposit Insurance Corporation and the C.F.L.P.A. shall provide the Players with the name of another company which shall be insured with the Canada Deposit Insurance Corporation and the Player may decide which one will be used.

6. If a Member Club intends to request more than one Player on the Member Club's roster to re-negotiate their C.F.L. Standard Player Contracts (including option year) as a result of economic conditions the following procedures shall be followed:

- (a) The Member Club shall serve written notice on the C.F.L.P.A. within a reasonable time prior to the first regular season game of its intent to re-negotiate more than one Player's existing C.F.L. Standard Player Contract.
- (b) The Member Club shall provide the C.F.L.P.A. with copies of all C.F.L. Standard Player Contracts signed by Players for the upcoming season.
- (c) The Member Club shall provide the C.F.L.P.A. with full particulars of all expenses within the Competitive Expenditure Cap for the upcoming season.
- (d) The Member Club shall provide the C.F.L.P.A. with its operating budget for the operations of the Member Club for the upcoming season.
- (e) The Member Club shall provide the C.F.L.P.A. with a written proposal with respect to all Players that the Member Club intends to re-negotiate C.F.L. Standard Player Contracts with. The written proposal shall contain the proposal of the Member Club with respect to compensation to be paid to each Player in accordance with paragraph 3 of the C.F.L. Standard Player Contract and any signing and performance bonuses.
- (f) There shall be no re-negotiation with respect to any Player's C.F.L. Standard Player Contract after the first regular season game without the prior written consent of the C.F.L.P.A.
- (g) All parties including the Member Club and the Player will negotiate in good faith.
- (h) The Commissioner of the C.F.L. and the President of the C.F.L.P.A. may act as mediators in order to assist in the re-negotiation of C.F.L. Standard Player Contracts between Players and Member Clubs.

ARTICLE 29: CANADIAN FOOTBALL LEAGUE DISABLED LIST

1. The Commissioner of the C.F.L. shall maintain a Disabled List consisting of those Players whose services are being maintained by Member Clubs in the C.F.L. pursuant to the provisions of Paragraph 6A of the C.F.L. Standard Player Contract.
2. If a Member Club wishes to place a Player on the C.F.L. Disabled List, it shall:
 - (a) Notify the Player forthwith in writing;
 - (b) Immediately forward to the Commissioner the request to have the Player placed on the C.F.L. Disabled List together with a Certificate of the Club's Medical Committee verifying the illness or injury and stating in the opinion of the said Medical Committee, that the Player is prevented from performing his duties contracted for under the C.F.L. Standard Player Contract.
3. A Player may remain on the C.F.L. Disabled List for so long as the Club's Medical Committee verifies his inability to perform the services contracted for in accordance with the terms of his C.F.L. Standard Player Contract or until such time as the said Player is placed on the Club's active Roster or reserve list or placed on waivers without recall.
4. When a Player on a C.F.L. Disabled List becomes fit to perform the duties contracted for under the terms of his C.F.L. Standard Player Contract, the Member Club shall forthwith place the Player on the active Roster or reserve list or place the Player on waivers without recall.
5. During the period of time that a Player is on the C.F.L. Disabled List, he shall be paid a minimum amount equivalent to TWO THOUSAND (\$2,000.00) DOLLARS for each regular season game, playoff game, bye and Grey Cup game played by the Member Club or SIXTY (60%) percent of the compensation payable pursuant to Paragraph 3 and 25 of the C.F.L. Standard Player Contract, whichever is the lesser.
6. During the period of time the Player is on the C.F.L. Disabled List, he shall be permitted to participate in all practice sessions but not be entitled to participate in any pre-season, regular season, post-season or a Grey Cup game.

ARTICLE 30: RECOGNITION OF ECONOMIC CONDITIONS

Section 30.01 Definitions

- (a) In this article, "gross revenue" shall mean:
- (i) Gross Revenue of all Member Clubs in the C.F.L. and the C.F.L. from the sale or exchange of tickets to pre-season games, regular season games, playoff games and Grey Cup game, less Goods and Services Tax, Provincial Sales Tax, and any seat tax imposed by a Government in Canada; and
 - (ii) Gross Revenue of all Member Clubs in the C.F.L. and the C.F.L. from television rights, pay-television rights and radio rights.
- (b) In this article, "Player's compensation" shall mean the compensation paid by the Member Clubs in the C.F.L. and the C.F.L. to the Players in the form of pre-season pay, payment for regular season games, playoff pay, Grey Cup pay, per diem paid, signing bonuses, performance bonuses, insurance premiums paid by the Member Clubs or by the C.F.L. for medical, dental and life insurance plans for the Players and pension plan payments.

Section 30.02 Renegotiation of Agreement

The parties hereto mutually acknowledge and agree that the within Agreement is entered into taking into account the current economic conditions prevailing in the C.F.L.

The current economic conditions prevailing in the C.F.L. are such that the Player's compensation is in excess of one-half of the gross revenue.

The parties hereto further agree that if during any one year during the term of this Agreement the current economic conditions prevailing in the C.F.L. shall improve to the extent that the Player's compensation is reduced to less than one-half of the gross revenue, the following terms and conditions in this Agreement shall be renegotiated by the parties hereto after the fact and with respect to any such year, taking into account the then prevailing economic conditions in the C.F.L.:

Article 11: Pre-Season Compensation
Article 12: Post-Season Compensation
Article 13: Member Club Pension Plan Contribution

If the parties hereto are unable to reach an agreement with respect to the renegotiation of the above described terms and conditions, the matter shall be submitted to arbitration in accordance with the Arbitration System contained in this Agreement.

Section 30.03 **Audited Statements**

The Member Clubs in the C.F.L. and the C.F.L. shall provide the C.F.L.P.A. annually with access to audited financial statements of the Member Clubs in the C.F.L. and the C.F.L. for the purposes of allowing the C.F.L.P.A. to determine the amount of gross revenue and Player's compensation. The Member Clubs in the C.F.L. and the C.F.L. shall provide the C.F.L.P.A. on or before the 1st day of June in each year an audited financial statement of each Member Club in the C.F.L. and the C.F.L. for the preceding season in the form attached hereto and marked as Appendix "M". The information contained in the audited financial statements shall be kept strictly confidential and shall be used only by the President of the C.F.L.P.A., legal counsel for the C.F.L.P.A. and an accountant appointed by the C.F.L.P.A. for the purposes set out herein.

Section 30.04 C.F.L.P.A./C.F.L.P.R.C. Committee

It is recognized that the existing Schedule of Gross Revenue and Player Compensation (Appendix "M") should be amended. The C.F.L.P.A. and the C.F.L.P.R.C. shall establish a committee to review the form of Appendix "M" and to make recommendations with respect to amending Appendix "M" so as to make it more efficient for both parties. The recommendation of the committee will be considered by the C.F.L.P.A. and the C.F.L.P.R.C. and any change in format to Appendix "M" will be agreed to in writing between the parties.

ARTICLE 31: JOINT COMMITTEE ON PLAYERS' SAFETY AND WELFARE

Section 31.01 Compositions

A joint committee on Players' safety and welfare (hereinafter referred to as the "joint committee") will be established for the purpose of discussing Players' safety and welfare aspects of playing equipment, playing surfaces, stadium facilities, playing rules, Player-coach relationships, drug abuse prevention programs and any other relevant subjects. The joint committee shall consist of four members, two selected by the C.F.L.P.R.C. and two selected by the C.F.L.P.A.

Section 31.02 Meetings

The joint committee shall hold a minimum of two meetings each year which shall be held at the Grey Cup Meeting and at the C.F.L. Annual Meeting. Special meetings may be held at any time or place mutually agreed upon by the joint committee.

Section 31.03 Powers

The joint committee shall not have the power to commit or bind either the C.F.L.P.A., the C.F.L.P.R.C. or the C.F.L. on any issue.

Section 31.04 Scope

The joint committee may discuss and examine any subject related to Player safety and welfare it desires and any member of the committee may present for discussion any such subject. Any committee recommendation will be made to the C.F.L.P.A., the C.F.L.P.R.C. and the C.F.L. and any appropriate committee of the C.F.L. and such recommendation shall be given serious and thorough examination.

Section 31.05 Appointments

The respective members of the joint committee shall be selected and appointed within 30 days following the execution of this Agreement and may be changed from time to time by either party by written notification to the other party.

Section 31.06 **Playing Rules**

If during the term of this Agreement any playing rule in the C.F.L. is proposed to be changed, the Commissioner shall refer the proposed playing rule change to this committee for consideration and a recommendation. After deliberation, this committee may make any recommendation it deems appropriate to the C.F.L. No playing rule shall be changed until it has been referred to this joint committee for consideration and recommendation and the C.F.L. will consider any such recommendation made to it by the joint committee prior to any change being made to the rules provided the recommendation is received by the C.F.L. in advance of the annual meeting of the C.F.L. Rules Committee.

ARTICLE 32: SUBSTANCE ABUSE POLICY

Section 32.01 Committee

The C.F.L.P.A. and the C.F.L.P.R.C. shall establish a Committee for the following purposes:

- (a) To study and gather information with respect to drug abuse related to both illegal and performance enhancing drugs.
- (b) To study and implement ways to educate Players and persons in the C.F.L. and the general public with respect to drug abuse.
- (c) To study the implementation of a drug testing plan in the Canadian Football League.
- (d) To study the implementation of an employee's assistance plan in the Canadian Football League.

Section 32.02 Drug Testing

The C.F.L. and the Member Clubs in the C.F.L. covenant and agree that there shall be no drug testing conducted in relation to any Player in the C.F.L. until such time as there is a written agreement between the parties hereto with respect to a drug testing plan and an employee's assistance plan.

ARTICLE 33: C.F.L. MARKETING COMMITTEE

The C.F.L. shall invite one or more representatives from the C.F.L.P.A. to attend at the C.F.L. Marketing meetings for the purpose of actively participating in the development and implementation of marketing plans.

ARTICLE 34: MISCELLANEOUS

Section 34.01 C.F.L.P.A. Meetings on Club Property

The C.F.L.P.A. shall have the right to conduct three meetings on Member Club property including the Member Club locker room in each year during the season provided that the Player representative or the C.F.L.P.A. has given the Member Club reasonable notice of its desire to hold such a meeting. The Member Club shall provide the C.F.L.P.A. with a private room and shall not interrupt the meeting in any way.

Section 34.02 Tickets to Home Games

All Member Clubs shall provide each Player at no cost with at least two tickets to each home game and each Member Club shall make its best effort to ensure that the tickets are within the 30 yard lines. All Member Clubs shall provide each Player with the opportunity to purchase tickets to each home game and 4 tickets to each away game on the basis that the price shall be no more than 50% of the sales price and each Member Club shall make its best effort to ensure that the tickets are within the 30 yard lines.

Section 34.03 Player Entering Option Year

It is understood and agreed that when a Player is entering his option year with a Member Club, the Member Club shall be obligated to forward to the Player in writing on or before the 1st day of May an offer to sign a Contract for specified consideration for the said option year.

Section 34.04 Medical Records of a Player

The C.F.L.P.A. shall upon production of a written consent signed by the Player be provided with all medical records in relation to the Player in possession of the Member Club in the event such medical records are required in relation to a dispute between the Player and the Member Club related to his medical condition.

The Player shall upon request be provided with all medical records in relation to himself in the possession of the Member Club.

When a Player's C.F.L. Standard Player Contract is assigned from one Member Club to another, the Assignor Member Club shall forward all medical records in its possession related to the said Player to the Assignee Member Club.

Section 34.05 **C.F.L.P.A. Access to Member Club Practices**

The C.F.L.P.A. shall be allowed access and the right to attend at all practices held by Member Clubs in the C.F.L.

Section 34.06 **Posting of Practice Schedules**

All Member Clubs shall be required to post the practice schedule in the locker room the day following each regular season game for the period of time of three weeks on the basis that at no time shall there be less than a two week schedule posted.

Section 34.07 **Player to be Advised of Status**

All Member Clubs shall be required to advise all Players of their status in terms of whether they shall be dressing for a home regular season game no later than 2:00 P.M. the day prior to the said home regular season game or no later than 2:00 P.M. the day prior to the day that they shall be travelling to a site of an away regular season game.

Section 34.08 **Tickets for C.F.L.P.A.**

The C.F.L.P.A. shall be provided the opportunity to purchase 50 tickets to each Grey Cup Game on the basis that 4 shall be within the V.I.P. section and the remainder shall be between the goal lines and be provided on the same basis that Member Clubs are provided tickets.

Section 34.09 **Player's Tickets to Grey Cup Game**

Each Player who is on the Roster or Injured Player's List of a Member Club participating in the Grey Cup Game, shall be provided with two Grey Cup Game tickets together at no cost on the basis that they will be the best tickets available at the time that it is determined that the Member Club is participating in the Grey Cup Game.

Section 34.10 **Access to Television and Radio Contracts**

The Auditor of the C.F.L.P.A. shall be allowed access to all television and radio Contracts made between the C.F.L. and any other entity and between the Member Clubs and any other entity for the purposes of reporting to the C.F.L.P.A. the term of such Contract or Contracts and the compensation payable pursuant to the terms of such Contract or Contracts.

Section 34.11 **Release Signed by a Player**

Any release signed by a Player in which the Player releases any rights that he may have as against the Club shall not be effective unless it has attached thereto a certificate signed by a barrister and solicitor indicating that the Player has read the content of the release in front of the said barrister and solicitor and understands the terms and conditions thereof, or the Player has discussed the terms and content of the said release with legal counsel or general counsel for the C.F.L.P.A.

Section 34.12 **Public Criticism**

Member Clubs and employees of Member Clubs including Players shall be prohibited from publicly criticizing the on-field performance of any Player and/or coach in the C.F.L.

Section 34.13 **Knee Braces**

Member Clubs shall be prohibited from forcing a Player with no history of knee injury to wear a knee brace should the Player choose not to. In the event that a Player has sustained an injury to his knee the Member Club may require such a Player to wear a knee brace.

Section 34.14 **Media in Locker Room**

Media personnel will be allowed in only certain designated areas within the Member Club's dressing rooms.

Section 34.15 **Equipment**

(a) **General**

Each Member Club shall provide each Player with all equipment necessary to participate as a professional football Player at his position during practices and games. The C.F.L. and the Member Clubs shall make their best efforts to secure an

agreement with a corporation which will result in all Players being provided with football shoes, both artificial turf and grass. If a Member Club sells football shoes to Players, the Member Club shall sell the said football shoes at a price no greater than the cost to the Member Club.

If there is a complaint by a Player or the C.F.L.P.A. with respect to sufficiency or quality of equipment the Commissioner or his delegate may conduct an audit of the equipment. If the Commissioner or his delegate finds that there is a deficiency with respect to the sufficiency or quality of the equipment, the Commissioner shall order the Member Club to rectify the deficiency and the Member Club shall comply with any such order.

(b) Shoes

New Corporation or No Agreement

In the event that the C.F.L. or a Member Club in the C.F.L. enters into a new agreement or are unable to secure an agreement with a corporation which results in all Players being provided with football shoes, the Member Clubs shall provide all Players on the roster at the commencement of the first regular season game and all Players added to the roster during the season with three pairs of football shoes which shall include one pair of wet turf shoes, one pair of dry turf shoes and one pair of grass shoes. If the Player is on the roster for the last game (regular season, play-off or Grey Cup game) of the season played by the Member Club, the three pair of football shoes shall become the property of the Player. If the Player is released prior to the last game (regular season, play-off or Grey Cup game) of the season played by the Member Club, the three pair of football shoes shall be returned by the Player to the Member Club.

The Players who elect to wear shoes other than the shoes provided by the Member Club shall be required to pay for their shoes and in the event that the Member Club or the C.F.L. has an agreement, to obscure the logo on their shoes during games. If there is no agreement between the C.F.L. or the Member Club with a corporation which results in all Players being provided with football shoes, the Players shall not be required to obscure the logo on their shoes during games. Players who elect to wear shoes other than shoes provided by the Member Club who are on the Roster

shall be provided with two pairs of football shoes provided by the Member Club which shall include one pair of dry turf shoes and one pair of grass shoes.

(c) Helmets

Each Member Club shall provide each Player who participates in a practice or a game with a helmet. A Player may choose a helmet other than the helmet provided by the Member Club, however the Player will be required to pay for the helmet; provided however if the Player has sustained a head injury including a concussion or if the Member Club Trainer or Equipment Manager recommend a different helmet because of the Player's head size or shape, the Player may select any helmet and the Member Club shall pay for the same.

Section 34.16 **Work Permits for Import Players**

The C.F.L.P.A. and the C.F.L.P.R.C. shall work together in an effort to establish work permits for Players who are import Players in order to allow them to carry on an occupation outside of football when they are signed to a C.F.L. Standard Player Contract or Practice Agreement.

Section 34.17 **Chiropractors**

Should a Player desire to be treated by a chiropractor, the Player will be allowed to do so at his own expense.

Section 34.18 **Member Club Payments of Player Payroll Deductions**

The C.F.L. shall not pay any monies to any Member Club in the C.F.L. so long as the said Member Club is in arrears with respect to payment of any monies deducted from monies payable to Players for Player's pension plan contributions and/or for C.F.L.P.A. dues.

Section 34.19 **Member Club Trainers**

Member Clubs shall employ or retain a minimum of one Trainer who is certified by the Canadian Physiotherapists Association and/or the Canadian Athletic Therapists Association or equivalent qualifications. If upon ratification of this Collective Agreement a Member Club does not have employed one Trainer who is certified, the Member Club shall ensure that at least one Trainer shall work toward certification.

Section 34.20 Compact Disc to C.F.L.P.A.

The C.F.L.P.R.C. shall provide the C.F.L.P.A. with copies of compact discs with images of all players at the same time that these compact discs are produced and made for media.

Section 34.21 C.F.L.P.A. Banners

The C.F.L.P.R.C. and the Member Clubs agree to hang C.F.L.P.A. banners at C.F.L. and Member Club functions where appropriate, such banners to be of similar size and quality as the C.F.L. and Member Club banners.

ARTICLE 35: MEETINGS

Section 35.01 President of C.F.L.P.A. and Commissioner

During the term of this Agreement the President of the C.F.L.P.A. and the Commissioner shall meet once a month either by telephone conference or in person to discuss matters of mutual concern.

Section 35.02 Meetings with General Managers

During the term of this Agreement the General Managers of the Member Clubs shall meet once annually prior to the commencement of the regular season with the President and Legal Counsel of the C.F.L.P.A. The purpose of the meeting shall be to review the terms of this Agreement to insure that the parties understand their respective obligations and to discuss any other matters of mutual concern.

Section 35.03 Meetings with C.F.L.P.A. and C.F.L.P.R.C.

During the term of this Agreement the C.F.L.P.A. and the C.F.L.P.R.C. shall meet twice annually, either by telephone conference or in person.

Section 35.04 Board of Governors Meetings

During the term of this Agreement the Commissioner may in his discretion invite the President of the C.F.L.P.A. to attend certain meetings of the Board of Governors of the C.F.L.

Section 35.05 C.F.L.P.R.C. Members

During the term of this Agreement at least one Member of the C.F.L.P.R.C. shall be a Member of the Board of Governors of the C.F.L. The parties agree that for the purposes of this Section, Hugh Campbell shall be considered a Member of the Board of Governors.

ARTICLE 36: NATIONAL FOOTBALL LEAGUE

Paragraphs 3, 12, 13, 15 and 22 of the C.F.L. Standard Player Contract shall be read subject to this Article.

A Player who has signed a C.F.L. Standard Player Contract with a Member Club may sign an N.F.L. Standard Player Contract with a National Football League Member Club (hereinafter referred to as an "N.F.L. Club") from the date following the day that the C.F.L. season has ended for the Player until his contract has expired or March 1st in the following season whichever is earlier; provided that the said Player is about to enter his option year in the year following the season just ended, or has played out his option and his contract will be expiring on February 15th in the year following the season just ended.

If a Player signs an N.F.L. Standard Player Contract with an N.F.L. Club the said Player shall remain under contract with the N.F.L. Club until the contract has been terminated by the N.F.L. Club or any other N.F.L. Club to whom the said contract is assigned. When a Player is under contract with an N.F.L. Club he shall not be entitled to the benefits under his C.F.L. Standard Player Contract and the Collective Agreement.

In the event that the N.F.L. Club terminates the Player's N.F.L. Standard Player Contract, and the Player's C.F.L. Standard Player Contract has not expired, the Player's C.F.L. Standard Player Contract and any renewal thereof between the Player and the Member Club shall become effective and shall remain in effect until its expiration date, and all benefits in accordance with the said C.F.L. Standard Player Contract and Collective Agreement shall continue to remain in effect.

This Article shall no longer be effective on the 31st day of December, 2003, unless the agreement between the C.F.L. and N.F.L. is renewed, and in such event, the C.F.L. shall provide the C.F.L.P.A. with reasonable notice of the term of renewal.

ARTICLE 37: RATIFICATION AND TERM OF AGREEMENT

Section 37.01 Ratification

This Agreement is subject to the ratification of the Members of the C.F.L.P.A. and the Member Clubs in the C.F.L. and the C.F.L. in accordance with their internal procedures before it becomes effective.

The C.F.L.P.R.C. and the C.F.L. shall carry out the procedure of ratification and shall provide the C.F.L.P.A. with written notice of either ratification or failure to ratify on behalf of all of the Member Clubs in the C.F.L. on or before the 21st day of October, 2002.

The C.F.L.P.A. shall carry out the procedure of ratification and shall provide the C.F.L.P.R.C. written notice of either ratification or failure to ratify on or before the 31st day of October, 2002.

In the event of failure of ratification by the C.F.L.P.A. Members, the Member Clubs or the C.F.L., then this Agreement shall not become effective and no party will possess or assert any claim against the other party because of the failure of ratification of this Agreement.

Section 37.02 Term

The parties hereto agree that the term of this Agreement shall be from and including the 1st day of June, 2002, until the later of the 1st day of June, 2006 or the day before the first day of training-camp period in 2006.

ARTICLE 38: ADDRESSES FOR SERVICE

The address for service of the C.F.L.P.A. shall be:

c/o Edward H. Molstad, Q.C.
1500, ManuLife Place
10180 - 101 Street
Edmonton, Alberta
T5J 4K1
Fax Number: (780) 423-2870

The address for service of the C.F.L.P.R.C. shall be:

c/o Hugh Campbell
9023 - 111 Avenue
Edmonton, Alberta
T5B 0C3
Fax Number: (780) 429-3452

The address for service of the C.F.L. shall be:

c/o The Commissioner
50 Wellington Street, E., 3rd Floor
Toronto, Ontario
M5E 1C8

Fax Number: (416) 322-5097

The address for service of the Member Clubs shall be:

Montreal Alouettes Football Club
4545 Av. Pierre de-Coubertin
P.O. Box 65, Station M
Montreal, Quebec
H1V 3L6
Fax Number: (514) 871-2277

Hamilton Tiger-Cat Football Club
75 Balsam Avenue North
Hamilton, Ontario
L8L 8C1
Fax Number: (905) 549-6610

Calgary Stampeders Football Club Ltd.
McMahon Stadium
1817 Crowchild Trail N.W.
Calgary, Alberta
T2M 4R6
Fax Number: (403) 289-7850

Edmonton Eskimo Football Club
9023 - 111th Avenue
Edmonton, Alberta
T5B 0C3
Fax Number: (780) 429-3452

Saskatchewan Roughrider Football Club
2940 - 10 Avenue
P.O. Box 1277
Regina, Saskatchewan
S4P 3B8
Fax Number: (306) 566-4280

Winnipeg Football Club
1465 Maroons Road
Winnipeg, Manitoba
R3G 0L6
Fax Number: (204) 783-5222

Toronto Argonaut Football Club
110 Eglinton Avenue West, Suite 303
Toronto, Ontario
M4R 1A3
Fax Number: (416) 489-5651

B.C. Lions Football Club
10605 - 135 Street
Surrey, B.C.
V3T 4C8
Fax Number: (604) 583-7882

Ottawa Renegades Football Club
1015 Bank Street
Ottawa, ON
K1S 3C7
Fax Number: (613) 231-7677

ARTICLE 39: INTERPRETATION

In the event that any term or condition contained in this Agreement conflicts with any term or condition contained in the Rules and Regulations attached hereto and marked as Appendix "E", the term or condition contained in this Agreement shall govern.

This Agreement constitutes the entire Agreement between the C.F.L.P.A., the C.F.L.P.R.C. and the C.F.L. and may be amended only by an Agreement in writing signed by all parties. Save and except the foregoing, neither the C.F.L.P.A., the C.F.L.P.R.C. nor the C.F.L. shall be bound by any representation, warranty, promise, Agreement or inducement not embodied in this Agreement.

Whenever the singular or masculine is used in this presence the same shall be construed as the plural or as the feminine or neuter respectively where the fact or context so requires.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION

Per: _____

CANADIAN FOOTBALL LEAGUE PLAYER RELATIONS COMMITTEE

Per: _____

CANADIAN FOOTBALL LEAGUE

Per: _____

Appendix "A"

**Canadian Football League
Standard Player Contract**

[Document No. E9950756]

Appendix "B"
EXPANSION DRAFT

[Document ET089104)

Appendix "C"
List of Arbitrators

Mr. E.E. Palmer, Q.C.

Mr. Justice A.H. Wachowich

Mr. Justice K. Moore

Appendix "D"

Physical Tests

1. Flexibility Shoulders..... lying face down
Hamstring..... sit and reach
Heel Cord..... squat with heels down
2. Vertical Jump Standing
3. Bench Press..... Body Weight in 30 seconds
4. Cybex Test..... Hamstring and Quadriceps
5. Dips and Chins..... Maximum
6. Stress Test..... To test cardiovascular fitness

Appendix "E"

**C.F.L. Constitution
C.F.L. By-Laws
C.F.L. Regulations**

(Documents No. ET090122, ET090121, and ET090120)

Appendix "F"

**Notice to Player
Being Placed On
Nine Game Injury List**

YOU ARE HEREBY NOTIFIED that the Club's Medical Doctor has determined that your injury or injuries are such that it is probable that you will not be able to return to play skilled football for a period of nine games or more and that the Club shall be placing you on the Nine Game Injury List.

When you are placed on the Nine Game Injury List you are not eligible to play until nine games have passed.

DATED this ____ day of _____, _____.

THE PLAYER by his signature below hereby acknowledges receipt of this notice on the ____ day of _____, _____.

[Player or Player Representative's Signature]

Appendix "G"
Canadian Football League
Notice of Termination

The Rules and Regulations of the Canadian Football League require that a Member Club prior to the termination of a Canadian Football League Standard Player Contract with a Player, shall notify the Commissioner of the League of its desire to obtain waivers on the Player and the Commissioner is required to forthwith notify all other Member Clubs. Another member Club upon receiving such notification may claim and receive, subject to the League priority system, assignment of the Contract, in which case the assignee Club shall assume all rights and obligations of such Contract unfulfilled as of the date of notification by the Commissioner that the Player has been placed on waivers.

Waivers can be requested by a Club with "the right of recall" which gives the waiving Club the right to withdraw its notification of desire to obtain waivers, or without the right of recall which precludes the Club from withdrawing its notification.

In either case the Commissioner shall designate a deadline by which a Member Club may enter a claim for a Player.

This notice will advise that the _____ Club has notified the Commissioner of its intention to terminate the Contract of _____, Player. This notice will advise that either:

1. The claim deadline has passed and the Standard Player Contract for the _____ season between the said Player and the Club dated _____ and all future contracts are hereby terminated as of the date of service of this Notice.

OR

2. The claim deadline is the _____ day of _____, _____, at the hour of _____ o'clock in the _____noon and if no claims are received by the claim deadline, the Standard Player Contract for the _____ season between the said Player and the Club dated _____ and all future contracts shall be terminated.

The Player/Player Representative by his signature below hereby acknowledges receipt of this notice at _____ on the ____ day of _____, ____ at the hour of _____ o'clock in the ____ noon.

Player or Player Representative's Signature

Appendix "H"

**Group Life Insurance
Group Medical Plan Benefits**

[Photocopy attached]

Appendix "I"
Practice Agreement

[Document No. E9949356]

Appendix "J"

List of Neutral Physicians

TORONTO

Dr. Thomas Wright
Toronto Western Hospital
405, 25 Leonard Avenue
Toronto, ON M5T 2R2
Phone: (416) 603-1873
Fax: (416) 603-1765

Dr. T.W. Barrington
109, 20 Wynford Drive
Don Mills, ON M3C 2J4
(416) 441-1060

Dr. John C. Cameron
Orthopaedic & Arthritic Hospital
Room 343, 43 Wellesley Street East
Toronto, ON M4Y 1H1
(416) 928-3279

OTTAWA

Dr. Peggy Baxter
100 Marie Quire Private Suite 200
Ottawa, ON K1N 6N5
(613) 562-5970

Dr. Ross Wilkinson
1919 Riverside Drive, #312
Ottawa, ON K1H 1A2
(613) 523-3245

HAMILTON

Dr. Frank C. Smith
#105, 565 Sanitorium Road
Hamilton, ON L9C 7N4
Phone: (905) 575-0167
Fax: (905) 575-7643

MONTREAL

Dr. James (Jim) Sullivan
5545 St. Jacques West
(In The JE Hanger Bldg.)
Montreal, QC H4A 2E3
Phone: (514) 489-8061
Fax: (514) 489-9599

Dr. Michael Rosman
Ground Floor, 5845 Cote-Des-Neiges
Montreal, QC H3S 1Z4
Phone: (514) 739-0000

WINNIPEG

Dr. Peter MacDonald
#204, 400 Tache Avenue
Winnipeg, MN R2H 3C3
(204) 235-3898

Dr. Bruce Levy
Pan Am Sports Medicine Center
75 Poseidon Bay
Winnipeg, MN R3A 1M3
Phone: (204) 925-1550
Fax: (204) 452-5362

SASKATCHEWAN

Dr. William Silver
#415, 2125 – 11th Avenue
Regina, SK S4P 3X3
Phone: (306) 569-8640
Fax: (306) 569-7955

Dr. R.C. (Bob) Begg
240, 140 Wall Street
Saskatoon, SK S7K 1N4
Phone: (306) 244-1247
Fax: (306) 934-3330

CALGARY

Dr. C. Frank
3330 Hospital Drive NW
Calgary, AB T2N 4N1
Phone: (403) 220-6881
Fax: (403) 283-7742

Dr. J.M. Hunter
263D, 1600 – 90 Avenue SW
Calgary, AB T2V 5A8
Phone: (403) 252-3931
Fax: (403) 253-8997

EDMONTON

Dr. Gordon Arnett
#219, 10611 Kingsway Avenue
Edmonton, AB T5G 3C8
Phone: (780) 428-7701
Fax: (780) 426-7150

Dr. Robert M. Glasgow
#217, 6203 – 28 Avenue
Edmonton, AB T6L 6K3
Phone: (780) 463-7817

VANCOUVER

Dr. Ross G. Davidson
BC Sports Medicine Clinic
3055 Wesbrook Mall
Vancouver, BC V6T 1W5
Phone: (604) 822-6501
Fax: (604) 822-1999

Dr. Peter O'Brien
Room 150, 943 West Broadway
Vancouver, BC V5Z 4E2
Phone: (604) 731-4611
Fax: (604) 731-7973

Appendix "K"
Letter of Instructions
to
Neutral Physicians

[Document No. E9950744]

Appendix "L"

**Letter from Member Clubs
re:
Negotiation of Individual Player Contracts**

Dear Player:

We are attaching to this letter a copy of the C.F.L. Standard Player Contract.

We draw your attention to Paragraph 15 of this Contract which provides for the right of the Club to exercise at its option renewal of this Contract for a further one year term. Paragraph 15 provides for the compensation to be no less than the compensation provided for in Paragraph 3 of this Contract.

It is open to you at this time to negotiate the compensation payable in the option year.

Yours truly,

Club

Appendix "M"
Form of
Audited Financial Statement of Member Club
and Canadian Football League

AUDITORS' REPORT

[Document No. E9956035]