

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN:**

**CANADIAN FOOTBALL LEAGUE  
PLAYERS' ASSOCIATION**

**- and -**

**CANADIAN FOOTBALL LEAGUE  
PLAYER RELATIONS COMMITTEE**

**- and -**

**CANADIAN FOOTBALL LEAGUE**

**JUNE 13<sup>TH</sup>, 2014**

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**THIS AGREEMENT** made this 13th day of June, 2014.

BETWEEN:

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

- and -

**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 -

**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 Member Clubs in the C.F.L. are as follows:

The Montreal Alouettes Football Club  
Hamilton Tiger Cat Football Club (2007) Corp.  
Calgary Stampeders 2012 Limited Partnership,  
As Represented by its General Partner,  
Calgary Stampeders 2012 Inc.  
Edmonton Eskimo Football Club  
Saskatchewan Roughrider Football Club Inc.  
Winnipeg Football Club

Toronto Argonauts Football Club Inc.  
B.C. Lions Football Club Inc.  
Ottawa RedBlacks Football Club

**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.; and,

**WHEREAS** the parties hereto agree to carry out the terms and conditions of this Agreement in accordance with provincial 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".

When a Player is signing his first C.F.L. Standard Player Contract or his first Practice Roster Agreement with a Member Club (herein referred to as the "First Contract"), the Member Club must offer the Player a one year C.F.L. Standard Player Contract with an option to renew for one year provided however, commencing on the 13<sup>th</sup> day of June, 2014, no Player shall sign a C.F.L. Standard Player Contract with an option to renew after the Player has signed his First Contract. The C.F.L. Standard Player Contract with the option to renew ("First Contract") is attached to this Agreement and marked as Appendix "AA". For greater clarity, a Player's "First Contract" means any contract for his first year in the C.F.L. and for which he has received payment for one regular season or playoff game. In addition, on a Player's First Contract, it is still open to a Member Club to provide the Player with alternatives to a one (1) year CFL Standard Player Contract with an option to renew for one (1) year. Those alternatives could include multiple one (1) year contracts for three (3) years or more with no option year.

The C.F.L. Standard Player Contract for all Member Clubs shall be printed in both the English language and the French language and shall be made available to the Player in either language if requested.

**Section 3.02                    Revision of the C.F.L. Standard Player Contracts**

Revisions to all C.F.L. Standard Player Contracts:

All C.F.L. Standard Player Contracts in existence between the Member Clubs and Players in the C.F.L. before June 13<sup>th</sup>, 2014, shall be amended and shall be deemed to be amended as follows:

- (i) Paragraph 1 shall be deleted from the C.F.L. Standard Player Contract, and the following shall be substituted therefore:

"1. The term of this Contract shall be from the date of execution hereof until 12:00 o'clock Noon (Eastern Standard Time) on the 2<sup>nd</sup> Tuesday in February following the close of the football season commencing in 20\_\_\_, subject however to the right of prior termination as specified herein."

- (ii) Paragraph 6 shall be deleted from the C.F.L. Standard Player Contract and the following shall be substituted therefore:

"6. Prior to the start of each football season, the Player shall attend before the Club's Medical Committee for a complete physical and medical examination, and, shall answer completely and truthfully all questions asked of him with respect to his physical and medical condition, and, if, in the opinion of the said Medical Committee, the Player is not completely fit to participate in football activities, the Club shall either accept the Player or forthwith terminate this contract with the Player. In the event that the Club does not accept the Player, the Club shall serve written notice upon the

Player prior to the first Club practice for which the Player is available. In the event that the Club does not serve written notice, the Player shall be deemed to have been accepted by the Club. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract. If the Player is accepted and provided the Player has answered completely and truthfully all questions asked of him and has made full disclosure concerning any and all illnesses and injuries, then in the event of a subsequent injury and claim under Paragraph 20 and/or 21 made by the Player, the Club shall be estopped from raising by way of defence any prior existing condition or injury.

- (iii) Paragraph 6A shall be deleted from the C.F.L. Standard Player Contract and the following shall be substituted therefore:

“6A. If at any time during the term of this Contract, the Player is found by the Club’s Medical Committee not completely fit to participate in football activities as a result of an injury or an illness which is unrelated to an activity performed by the Player in accordance with the terms of this Contract or any previous Contracts between the Player and the Club or any other Member Club in the Canadian Football League, the Club shall either forthwith terminate this contract with the Player or place the Player on the C.F.L. Disabled List in accordance with the terms of the Collective Agreement. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract.”

All C.F.L. Standard Player Contracts executed on or after June 13<sup>th</sup>, 2014, shall be amended and shall be deemed to be amended in accordance with Appendix "A" for all Players except for Players who are signing their First Contract.

When a Player is signing his First Contract with a Member Club it shall be in the form attached to this Agreement and marked as Appendix "AA". For greater clarity, a Player's "First Contract" means any contract for his first year in the C.F.L. and for which he has received payment for one regular season or playoff game.

Once the Player has signed his First Contract with a Member Club, all other C.F.L. Standard Player Contracts signed by the Player must be in the form attached to this Agreement and marked as Appendix "A".

All Players who have signed a C.F.L. Standard Player Contract prior to the 13<sup>th</sup> day of June, 2014, shall only be signed to the C.F.L. Standard Player Contract in the form attached to this Agreement and marked as Appendix "A".

### **Section 3.03                   Renewal of the C.F.L. Standard Player Contract**

When a Member Club serves notice in writing to a Player to renew the C.F.L. 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 3.04                   Amendments to the C.F.L. 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 3.05 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 3.06 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 3.07 Licensing**

The C.F.L.P.A. or its 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 its 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 3.08            Sub-Licensing**

The C.F.L.P.A. shall have the right to sub-license the rights granted to it in Section 3.07 herein to any third party provided that the third party expressly agrees in writing to be bound by the provisions contained in Section 3.07 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 (1) year from the date of the occurrence or non-occurrence upon which the grievance is based, or within one (1) 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.

The Respondent and the Complainant will endeavour to use their best efforts to expedite the arbitration process once a Notice to Arbitrate has been served.

**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 service of a Notice to Arbitrate, the Arbitrator shall be automatically appointed on the following basis:

- (a) If the Notice to Arbitrate names a Member Club in the Eastern Division as the first respondent, the Arbitrator shall be the first person listed who resides in the East and shall be alternated with respect to every Notice to Arbitrate naming a Member Club in the Eastern Division as a first respondent served thereafter.
- (b) If the Notice to Arbitrate names a Member Club in the Western Division as the first respondent, the Arbitrator shall be the first person listed who resides in the West and shall be alternated with respect to every Notice to Arbitrate naming a Member Club in the Western Division as a first respondent served thereafter.
- (c) If the Notice to Arbitrate names the C.F.L. as the first Respondent, the Arbitrator shall be the first person listed in the complete list of Arbitrators and shall be alternated with respect to every Notice to Arbitrate naming the C.F.L. as the first respondent served thereafter.

If for any reason an Arbitrator selected is unable to hear the arbitration, the Complainant and the Respondent may agree to another Arbitrator and in the event that they are unable to agree, the Arbitrator who was originally automatically appointed shall forthwith appoint one of the Arbitrators who is willing and able to hear the grievance.

In the event that the Arbitrator who was originally automatically appointed fails or refuses to appoint an Arbitrator within seven (7) days of receipt of notice that the Complainant and Respondent are unable to agree on the appointment of an Arbitrator, 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 who is willing and able to hear the grievance.

**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 and 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.

If a Player and a Member Club enter into any agreement which is not part of the C.F.L. Standard Player Contract or referred to in the C.F.L. Standard Player Contract, and is not registered with the C.F.L., the Arbitrator shall have jurisdiction with respect to such agreement; however, such jurisdiction shall be limited to making an order against or directing a payment by an individual Member Club, and the Arbitrator shall have no jurisdiction to make an order against the C.F.L. If the decision of the Arbitrator results in a Player being awarded a sum of money in relation to an agreement which is not part of the C.F.L. Standard Player Contract or referred to in the C.F.L. Standard Player Contract, and is not registered with the C.F.L., and if the Member Club required to make payment of the said sum of money fails to make payment, Section 4.12 of this Article shall not apply.

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, or where the compliance with Article 30, Section 30.02 of this Agreement is the sole issue in dispute, 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 or e-mail 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 (7) 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 or e-mail 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 or e-mail. 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 30<sup>th</sup> day of May, 2014, 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 year throughout the term of this Agreement, 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 year throughout the term of this Agreement, 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, that the C.F.L. and the Member Clubs may elect prior to the commencement of the regular season that the format and number of play-off games used by the C.F.L., Western Football Division and the Eastern Football Division shall be one of the following alternatives:
  - i. 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.

- ii. In the C.F.L. standings the sixth place Member Club shall play a single game at the home of the third place Member Club with the winner playing the semi-final championship game at the home of the second place Member Club, and the fifth place Member Club shall play a single game at the home of the fourth place Member Club with the winner playing the semi-final championship game at the home of the first place Member Club. If this format is used, the first place Member Club and the second place Member Club shall be deemed to have first place standing in accordance with Article 12 of this Collective Agreement, and participation in the Semi-Final Championship Games shall be deemed to be Division Championship participation in accordance with Article 12 of this Collective Agreement.

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 Players' 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.

In the event the C.F.L. expands to ten or more Member Clubs during the term of this Collective Agreement, the C.F.L. may add an additional post-season game provided

however, each Member Club participating in the post-season shall not play more than three games during the post-season.

**ARTICLE 6: PRACTICE TIMES**

**Section 6.01 Training Camp Period**

6.01.1 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 6.01.2 herein, in any single season, and shall end on the 18<sup>th</sup> day from and including the date of commencement of the training camp period.

6.01.2 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. Quarterbacks on the roster with a Member Club may voluntarily (at their option) attend at meetings with their Member Club on the Monday prior to the date of commencement of the training camp period.

6.01.3 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.

6.01.4 No Member Club shall have a training camp period that commences prior to the 28<sup>th</sup> 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.

6.01.5 The training camp period shall not commence in any given year earlier than the 168<sup>th</sup> day (24<sup>th</sup> week) preceding the date of the Grey Cup Game in the event of an 18 week regular season schedule, or earlier than the 175<sup>th</sup> day (25<sup>th</sup> week) preceding the date of the Grey Cup Game in the event of a 19 week regular season schedule, or earlier than the 182<sup>nd</sup> day (26<sup>th</sup> 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 15<sup>th</sup> in any year during the term of this Agreement. In the event the C.F.L. decides to schedule the Grey Cup Game earlier, the C.F.L. shall provide the C.F.L.P.A. with one year's notice of such a change and the training camp

period may commence prior to May 15<sup>th</sup> during that year provided that all other terms and conditions in this Article 6 are complied with.

6.01.6 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 12<sup>th</sup> 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. When there are two practices a day during the training camp period, only one practice may have contact. A practice with contact must involve Players in helmets and shoulder pads, shells and/or spiders. A practice without contact must not involve Players in equipment other than helmets.

6.01.7 Each Member Club shall set its final Roster of a minimum of 45 and a maximum of 46 Players for the first regular season game and notify all Players within 48 hours of the 21<sup>st</sup> 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.

6.01.8 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. Each non-veteran Player who is on the Roster, including Injured List and Disabled List 48 hours following the end of the training camp period shall be paid the sum of \$300.00.

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

6.01.10 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**

6.02.1 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.

6.02.2 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.

6.02.3 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.

6.02.4 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 1<sup>st</sup> 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 1<sup>st</sup>.



- (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.

6.02.5 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.

6.02.6 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.

6.02.7 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 no more than one practice shall be a practice with contact. A practice with contact must involve Players with helmets and shoulder pads or shells and/or spiders and a practice without contact must not involve Players in equipment other than helmets.

6.02.8 During the out of camp period there shall not be more than one practice during each week with contact. A practice with contact must involve Players with helmets and shoulder pads or shells and/or spiders and a practice without contact must not involve Players in equipment other than helmets. A week shall be defined from and inclusive of Sunday to and inclusive the following Saturday.

### **Section 6.03            Inter Team Practices**

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

**Section 6.04            Voluntary Off-Season Workouts**

6.04.1            Each Member Club shall be allowed to have one voluntary off-season workout prior to the commencement of the training camp period in each season with veteran Players participating on the following terms and conditions:

- (a)    Each veteran Player who is invited to participate in the off-season workout shall be given 30 days written notice which shall set out the dates, times, place and practice schedule with respect to the off-season workout. The written notice shall state clearly that the off-season workout is voluntary and that the veteran Player is not required to attend if he has a conflict or should he choose not to.
- (b)    Each veteran Player participating shall have a medical examination before the commencement of the voluntary off-season workouts if the veteran Player has not had a medical examination within the last year;
- (c)    The participation of each veteran Player shall be voluntary and no Player shall be compelled to attend the workouts should he choose not to;
- (d)    The workouts and meetings shall be no longer than three days in duration;
- (e)    The voluntary off-season workouts may take place only between February 1<sup>st</sup> and April 30<sup>th</sup> in each year;
- (f)    Each veteran Player participating shall be paid a per diem of \$115.00 per day including travel days;
- (g)    Each veteran Player participating shall be deemed to be performing his duties in accordance with his C.F.L. Standard Player Contract and shall be entitled to all of the benefits and protection contained in the C.F.L. Standard Player Contract and the Collective Agreement, including paragraphs 20 and 21 of the C.F.L. Standard Player Contract;
- (h)    The total time per day of practice and meetings shall be one consecutive period which shall be no longer than four and one half hours duration on any one day;

provided however, during the middle day, practice and meetings shall be one consecutive period which shall not be longer than six hours duration on that day;

- (i) The off-season Practices shall not be full gear and shall be helmets and sweats only. There shall be no full contact drills;
- (j) The Member Clubs shall provide to the veteran Players in attendance all meals, accommodation and travel expense.
- (k) If the Member Club communicates anything to a Player which suggests that the voluntary off-season workouts are not voluntary or that it is not in the best interests of a Player not to attend the voluntary off-season workouts, such conduct will constitute a second breach of Article 6, Section 6.05 of this Collective Agreement and the Commissioner of the C.F.L. shall fine the Member Club the sum of \$5,000.00 in accordance with Section 6.05.

**Section 6.05 Breach of Agreed Practice Time by Member Clubs**

6.05.1 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 6.06 Commissioner of C.F.L. and President of C.F.L.P.A.**

6.06.1 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 during the term of this Agreement up to May 15, 2019. 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 84 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 their Players who are 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 Game 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 each year of the term of this Agreement 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 2014 the sum of \$50,000.00, 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 2015 the sum of \$51,000.00, 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 2016 the sum of \$52,000.00, 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.
- (d) During 2017 the sum of \$53,000.00, 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.
- (e) During 2018 the sum of \$54,000.00, 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: 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 games 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 each year of the term of this Agreement, the Member Clubs in the C.F.L. shall pay the sums described herein to the veteran Player 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 7<sup>th</sup> day prior to the day before the day when 9 Member Clubs in the C.F.L. shall have played their first regular season game:

\$525.00 per week for a Player having qualified as a veteran for one year;

\$625.00 per week for a Player having qualified as a veteran for two years;

\$725.00 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.

“**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 in relation to each year during the term of this Agreement:

First Place Standing	\$3,400.00
Semi-Final Participation	\$3,400.00
Division Championship Participation	\$3,600.00

IT IS MUTUALLY AGREED throughout the term of this Agreement that each Player on the Roster and/or Injured Players' List of a Member Club finishing in first place and/or participating in Playoff games shall be paid the minimum compensation.

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 the following in relation to each year during the term of this Agreement:

Grey Cup Loser	-	\$ 8,000.00
Grey Cup Winner	-	\$16,000.00

**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 be paid the minimum compensation.

**IT IS MUTUALLY AGREED** that throughout the term of this Agreement each Player on the Roster and/or Injured Players 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**

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 game for which it was earned. The compensation for first Place Standing shall be paid to the Players eligible to receive the same within 48 hours following the Division Semi-Final Playoff Game.

**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 30<sup>th</sup> day of June, 1999.

The Pension Plan Trust Agreement shall be amended to provide that in the event of a deadlock vote of the Trustees, the Chair shall have a second tie breaking vote.

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 the Trustees of the Third Part dated the 30<sup>th</sup> day of June, 1999.

**Section 13.02 Member Club Pension Plan Contribution**

During each year of the term of this Agreement 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 Players List or Disabled List for nine (9) or more games during each respective season:

**Member Club Contribution**

2014 -	\$3,700.00
2015 -	\$3,800.00
2016 -	\$3,900.00
2017 -	\$4,000.00
2018 -	\$4,100.00

During the term of this Agreement each Player shall contribute annually the amount of monies described below to the C.F.L. Players' Pension Plan:

**Player's Contribution**

2014 -	\$3,700.00
2015 -	\$3,800.00
2016 -	\$3,900.00
2017 -	\$4,000.00
2018 -	\$4,100.00

The Player's contribution shall be deducted from the Player's salary (1/9<sup>th</sup> of the Player's contribution per game) 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 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.

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 5, paragraph 4 of the C.F.L. By-Laws shall be deleted and the following shall be substituted therefore:

- “4. A Member Club’s rights to the services of a junior player shall expire
- (a) upon registration on that Club’s roster pursuant to a Standard Player Contract (with the exception of a pre-season game), or
  - (b) as of midnight December 15 in the calendar year such player attains the age of twenty-two years.
- whichever comes first.”

It is understood and agreed that for the term of this Agreement, Section 8, paragraph 4 of the C.F.L. By-Laws shall be deleted and the following shall be substituted therefore:

- “4. For the purposes of these By-Laws, the “Off Season Period” shall be defined as that period of time in every year commencing with the day following the Grey Cup Game and ending with the day preceding the opening day of training camp.
- (b) A Member Club shall be permitted to have C.F.L. Standard Player Contracts outstanding with a maximum of 85 players during the period from the day following the date of the Grey Cup Game until April 30<sup>th</sup> of

the following year, and a maximum of 75 Players from May 1<sup>st</sup> until the day preceding the opening day of training camp.

- (c) The C.F.L. shall annually determine the number of players permitted to attend the training camp for a Member Club, provided that not less than 68 players and not more than 75 players under registered Standard Player Contracts may attend in any year, excluding:
  - (i) Players selected in the current year Canadian Draft, and
  - (ii) Players selected in a previous year's Canadian Draft by the Member Club that have never attended a professional training camp in Canada or elsewhere, and
  - (iii) Junior players not under contract, and
  - (iv) Two additional undrafted National Players comprised of either:
    - (A) A Player who was eligible for the current or the previous years' C.F.L. Draft, or
    - (B) A C.J.F.L. Player whose junior eligibility had terminated in the previous C.J.F.L. season.
  - (v) A National quarterback who is playing and participating in training camp at the quarterback position.
- (d) Notwithstanding the above, each Member Club may have up to a maximum of two Veteran Players who are injured and unfit to play as a result of an injury/injuries sustained while playing football, attend at training camp in order to rehabilitate the injury/injuries and attend at meetings on the following terms and conditions.
  - (i) The Veteran Player and the C.F.L.P.A. must consent in writing to the Veteran Player attending at training camp on these terms and conditions no less than 10 days prior to the commencement date of training camp.
  - (ii) The Veteran Players' medical examination, pursuant to Paragraph 6 of the Standard Player Contract will be postponed and will be conducted on the date that the Veteran Player is fit to play skilled football or the final cut down date, whichever is earlier.
  - (iii) The Veteran Player shall not participate in any practices or physical activities until his medical examination has been conducted pursuant to Paragraph 6 of the Standard Player Contract.
  - (iv) The Veteran Player shall be paid all compensation and be provided with all benefits in accordance with the Standard Player Contract and the Collective Agreement.
  - (v) When the Veteran Player has his medical examination pursuant to Paragraph 6 of the Standard Player Contract, if in the opinion of the medical committee, the Player continues to be not completely

fit to participate in football activities, the Member Club shall either accept the Player or terminate the Player's Standard Player Contract in accordance with the provisions of Paragraph 6 of the Standard Player Contract.

- (vi) The Veteran Player shall be excluded from the maximum number of Players attending at training camp until the Player is given a medical examination pursuant to Paragraph 6 of the Standard Player Contract."

It is understood and agreed that for the term of this Agreement, Section 8, paragraph 6 and 7 of the C.F.L. By-Laws shall be deleted and the following shall be substituted therefore:

"6. The following Players shall be classified as National Players:

- (a) Canadian citizens at the time of signing the Player's first C.F.L. Standard Player Contract or Practice Roster Agreement;
- (b) A Player classified as a National (formerly non-import) prior to May 31<sup>st</sup>, 2014; or
- (c) A Player who was physically resident in Canada for an aggregate period of five years prior to attaining the age of 18 years.

7. The following Players shall be classified as International Players:

- (a) A Player other than one referred to in paragraph 6 above."

It is further agreed that wherever the word import appears in the C.F.L. Constitution, By-Laws and Regulations it will be read as "International" and wherever the word non-import appears in the C.F.L. Constitution, By-Laws and Regulations it will be read as "National".

It is understood and agreed that for the term of this Agreement, Section 8, Paragraph 8 of the C.F.L. By-Laws shall be deleted and the following shall be substituted therefore:

"8. A Player shall be classified as an International unless and until the Member Club submits evidence including an Affidavit sworn by the Player, which evidence must be to



the satisfaction of the Commissioner and the President of the Canadian Football League Players' Association that such Player is a National. If a Player is classified as a National (formerly non-import) after November 28, 2005, and it is demonstrated to the satisfaction of the Commissioner and the President of the Canadian Football League Players' Association that the Player has knowingly provided false information with respect to his residence, the Player shall be immediately classified as an International.”

It is understood and agreed that for the term of this Agreement, Section 4, Paragraph 17 of the C.F.L. By-Laws shall be deleted.

It is understood and agreed that for the term of this Agreement, Section 9A.2 of the C.F.L. By-Laws shall be deleted and the following shall be substituted therefore:

“Notwithstanding paragraph 1, a Player may be registered on the Injured Players List by a Member Club for a period of one game upon application to the Commissioner accompanied by a certification by the Club Doctor that, in his professional opinion, such Player, by reason of the specified injury, is unable to fulfill the obligations to the Club under the Standard Player Contract for one game”.

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:

**F. Six 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 six games or more, may be placed on the Six Game Injury List. When the Player is placed on the Six Game Injury List, the Player cannot return to play prior to the expiration of the six games. When placed on the Six Game Injury List the Player's salary and benefits shall be excluded from the Minimum Member Club Players' Salary and the salary expenditure cap. If a Player is removed from the Six Game Injury List, all amounts paid to the Player shall be applied against the salary expenditure cap retroactive to his first game of the six game period. A Player shall not be placed on the Six Game Injury List unless the Player or the Player Representative is served with written notice prior to being placed on the Six Game Injury List in the form which is attached hereto and marked as Appendix “F”.

When a Player is placed on the Six Game Injury List he is ineligible to practice with the Club provided however, the week following the fifth game leading up to

the seventh game, the Player may participate in full practices before the Club determines whether he is being extended for a further six games on the Six Game Injury List or if he is being transferred to the one game injured list, active roster, reserve roster, or is being released.

A Member Club may activate a maximum of two Players from the Six Game Injury List who have been on the Six Game Injury List for seven games or longer without any penalty in relation to the minimum Member Club Player's salary and the salary expenditure cap. Member Clubs may remove an unlimited number of Players off of the Six Game Injury List in addition to the two Players, however, the salaries for such Players shall be applied retroactively to the salary expenditure cap in relation to the amounts paid during that six game period. A Member Club may place a Player on a Season Ending Injury List.

While on the Six Game Injury List, the Players are only eligible to attend meetings and rehab activities and may not participate in any on-field Member Club related drills or activities except during the two weeks leading up to the seventh game.

No Player shall be eligible to be placed on the Six Game Injury List after his Member Club has played its 15<sup>th</sup> regular season game. Any Player who has been placed on the Six Game Injury List prior to the Member Club's 15<sup>th</sup> regular season game will be eligible to be extended on the Six Game Injury List for the remainder of the season without penalty. Playoff Games and the Playoff Bye will be considered a game served on the Six Game Injury List. A Bye in the regular season will not be considered a game played.

It is understood and agreed that for the term of this Agreement, Section 10.04(b) of the C.F.L. Constitution shall be deleted and the following shall be substituted therefore:

“The selection, training, supervision and discipline of all game officials, including statisticians, timekeepers and public address announcers, both on and off the field, and for the discipline and deportment of Players, coaches, employees, officials, team executives and Member Clubs where their conduct, actions or behaviour, in the opinion of the Commissioner, brings disrepute to the League or the game of football.”

It is understood and agreed that for the term of this Agreement, Section 10.06 of the C.F.L. Constitution shall be deleted and the following shall be substituted therefore:

“For the maintenance of discipline, the Commissioner shall have the power to fine in an amount not exceeding twenty-five thousand dollars

(\$25,000.00), suspend, or fine and suspend any Player, coach, employee, official or team executive for breach of any requirement of the Constitution, By-laws, Regulations or any proper orders or for conduct, actions or behaviour that, in the opinion of the Commissioner, brings disrepute to the League or the game of football. In the case of a suspension, the person suspended may, within ten days, request in writing a hearing which will be held within seven days of such request, after which the Commissioner may vary the term of suspension as deemed proper. It is understood and agreed that, notwithstanding the above, the Commissioner shall only have the power to fine a Player a sum equal to the amount a Player would earn for one half of one regular season game based on his contract with the Member Club in that year."

It is understood and agreed that for the term of this Agreement, the third sentence in Paragraph 1 of Section C – Dress Regulations of the C.F.L. Regulations shall be deleted and the following shall be substituted therefore:

"If a Player fails to comply, the Club may be subject to disciplinary action by the Commissioner by means of a fine."

It is understood and agreed that for the term of this Agreement, the C.F.L. By-Laws with respect to the signing of a CIS Player when he returns to the CIS to play his fifth year shall be amended as follows:

"A Player who has been:

- (a) drafted by a Member Club;
- (b) signed to a C.F.L. Standard Player Contract by the Member Club that drafted the Player;
- (c) in attendance at training camp with the Member Club;
- (d) has had his C.F.L. Standard Player Contract terminated by the Member Club;

and who returns to the CIS the year following his draft, to play his fifth season of University football after the termination of his C.F.L. Standard Player Contract, shall not be signed to a C.F.L. Standard Player Contract by a C.F.L. Member Club other than the Member Club that drafted him from the date that he commences practice with his University Football Team for his fifth season of University Football until the 15<sup>th</sup> day of February of the year following the Player's draft year."

It is understood and agreed that for the term of this Agreement, the C.F.L. By-Laws shall be amended as follows:

Section 4 – Waivers of the C.F.L. By-Laws shall be deleted in its entirety and all provisions in the C.F.L. Constitution and C.F.L. By-Laws that make reference to waivers and waivers with recall shall be amended to be consistent with the elimination of waivers and waivers with recall.

Section 4 – Waivers shall be replaced with the following:

"Section 4 – Termination of a Player's C.F.L. Standard Player Contract

1. A Member Club desiring to terminate the Contract of a Player on its roster shall serve Notice of Termination on the Player or the Player Representative in accordance with the terms of the Collective Agreement and notify the Commissioner by facsimile message, e-mail or by telephone (confirmed by letter, e-mail or facsimile) indicating the date and time of the termination of the Player's C.F.L. Standard Player Contract. In the event that such Notice of Termination cannot be served directly to the Player, the Club shall be deemed to have served such Notice to the Player by delivering the same to the Players' Association Representative on the Club Roster.
2. A copy of the Notice of Termination shall be sent to the C.F.L., the C.F.L.P.A. and all Member Clubs within twenty-four hours of service upon the Player."

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 - Termination of Player's C.F.L. Standard Player Contract
- Section 7 - Standard Player Contract
- Section 8 - Eligibility of Players
- Section 9 - Inactive Roster

Regulations of the C.F.L.

Part 1 – Deportment

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 who 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 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 during the football season, 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 fulfill 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. 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.

A Member Club desiring to terminate the Contract of a Player during the off season, shall be required to serve written notice to that effect to the Player and the C.F.L.P.A. 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 faxing or e-mailing a copy of Appendix "G" to the C.F.L.P.A. Offices

and the fax confirmation sheet or e-mail confirmation sheet shall be written confirmation of the notice being served, and the time and date of service.

In the event that the Player or the C.F.L.P.A. is not served with 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 fulfill 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 the written notice is personally served upon either the Player or served by faxing or e-mailing a copy of Appendix "G" to the C.F.L.P.A. offices in the manner hereinbefore described.

#### **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            Minimum Player Compensation**

- (a) Definitions: In this Article, "Member Club Players' Salary" shall mean the same as Defined Player Compensation in Article 15, Paragraph 15.03 and Paragraph 15.04 of the C.F.L. Constitution. Article 15, Paragraph 15.03 and 15.04 of the C.F.L. Constitution, (attached as Appendix "E") shall not be amended during the term of this Collective Agreement without the written consent of the C.F.L.P.A.

#### **MINIMUM MEMBER CLUB PLAYERS' SALARY**

The Minimum Member Club Players' Salary during each year shall be as follows:

2014 -	\$4,400,000.00
2015 -	\$4,450,000.00

2016 -	\$4,500,000.00
2017 -	\$4,550,000.00
2018 -	\$4,600,000.00

Each Member Club must pay to the Players no less than the Minimum Member Club Players' Salary during each year.

### **SALARY MANAGEMENT SYSTEM**

The C.F.L. and the Member Clubs may implement a salary management system which may have a salary expenditure cap ("SEC") for Player compensation; however, any salary expenditure cap shall not be less than the Minimum Member Club Players' Salary per Member Club.

In the event that the C.F.L. and the Member Clubs implement a salary management system 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 to Legal Counsel of the C.F.L.P.A. particulars in relation to any such salary management system.

In the event that the C.F.L. and the Member Clubs implement a salary expenditure cap for Player compensation, it shall not include compensation paid to Players and compensation paid for player benefits with respect to pre-season compensation, Pension Plan, travel allowance, play-off compensation, Grey Cup compensation, compensation paid to Players named to the Six Game Injury List, other than players duly removed from the six game injury list in accordance with Section 14.02 of this Article, compensation paid to Players for the reasonable fair market value of services other than practicing and playing professional football; and, compensation paid to Players on the Practice Roster in excess of 10 Players per Member Club, compensation paid to Players on the Practice Roster for housing or housing allowance, and compensation paid to Players in the form of gifts, free services, travel and items or services of value provided by Member Clubs to Players provided that such payments to an individual Player shall not exceed \$2,000.00 in the aggregate in a single year and such payments to all Players by each Member Club shall not exceed \$92,000.00 in a single year."



All information with respect to the salary management system including any resolutions, regulations, by-laws or policies shall be provided to the C.F.L.P.A. within fourteen (14) days of being approved by the Board of Governors.

**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**

The C.F.L. shall consult with the C.F.L.P.A. in relation to expansion plans for a tenth Member Club in the C.F.L., including the draft issues, with the understanding that both the C.F.L. and the C.F.L.P.A. want to ensure that a tenth franchise shall be competitive as soon as possible.

**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 9<sup>th</sup> 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 Players 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 10<sup>th</sup> 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 Players 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 11<sup>th</sup> 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 Players 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 14<sup>th</sup> 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.

**ARTICLE 16: MEDICAL PLAN AND LIFE INSURANCE**

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 Morneau Sobeco 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. and the C.F.L. 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. and the C.F.L. may designate on the basis that the amount of coverage shall be at least \$250,000.00 per Player.

The premiums for the Group Life Insurance, the Group Medical Plan, and the Group Accidental Death and Dismemberment Insurance 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 1<sup>st</sup> day of July, 2014, 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.

Should the premiums paid by the Member Clubs be insufficient to fund the Group Plans, the C.F.L. and the Member Clubs shall pay the additional premium necessary to fund the Group Plans.

On the first day of July 2014 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.

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 ROSTER AND PRACTICE AGREEMENT****Section 17.01 Practice Roster**

Each Member Club may have a Practice Roster consisting of a maximum of ten (10) Players in accordance with the following terms and conditions:

- (a) At least one (1) place on the Practice Roster shall be filled by a National Player.
- (b) If seven (7) places are used by a Member Club on its Practice Roster, at least two (2) places on the Practice Roster shall be filled by National Players.
- (c) During thirty (30) days during the season which coincide with the National Football League cut-down of Roster period, each Member Club may increase its Practice Roster up to a maximum of fifteen (15) Players.

**Section 17.02 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 and shall be considered to be on the Member Club's Practice Roster.

The minimum compensation payable to a Player signed to a Practice Roster Agreement shall be \$750.00 per week, plus housing or a housing allowance. The housing or housing allowance shall not be counted against the salary expenditure cap.

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 who is signed to a Practice Agreement notifies the Member Club of termination of the Practice Agreement, the Practice Agreement shall continue in effect for forty-eight (48) hours during which the Member Club may execute the C.F.L. Standard Player Contract previously executed by the Player and deliver the same to the Player, failing which the C.F.L. Standard Player Contract shall have no force or effect. If the Member Club executes the C.F.L. Standard Player Contract previously executed by the Player and delivers the same to the Player, the Member Club shall pay the Player for the next regular season, playoff or Grey Cup game played by the Member Club.

Notification of termination of a Practice Agreement shall be 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 final cutdown of the Roster during Training Camp.



**ARTICLE 18: DISCRIMINATION AND PERSONAL APPEARANCES****Section 18.01 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.

**Section 18.02 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 the 7<sup>th</sup> day following each regular season, bye, playoff and Grey Cup 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 20<sup>th</sup> 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 whom 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 (10) days from the time of the infraction and in the event a fine is not so imposed, it shall have no force or effect.

When the Player has been given notice that his conduct is being reviewed, if the Player has not had a sufficient opportunity to provide a written explanation, the President of the C.F.L.P.A., or his delegate, may agree to extend the time within which a fine may be imposed up to twenty days from the time of the infraction and in the event that a fine is not imposed within this time, 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 20<sup>th</sup> 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 (10) 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 (1/2) of the amount a Player would earn for one (1) 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 an Arbitrator 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.

**Section 21.07            Fine By Club or C.F.L.**

A Player shall not be fined by both a Member Club and the C.F.L. in relation to the same misconduct.

**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. for regular season, playoff and Grey Cup games shall be a minimum of forty-three (43) Players and a maximum of forty-four (44) Players.

During each season, there shall not be more than twenty (20) International Players, which shall include four (4) designated International Players and which shall exclude quarterbacks on the Active Roster of each Member Club for regular season, playoff and Grey Cup games.

During each season, each Member Club shall have two (2) Players on its Reserve Roster in addition to its Active Roster, who shall be signed to C.F.L. Standard Player Contracts and who may attend at all practices and meetings, but shall not be allowed to participate in regular season, playoff or Grey Cup games. Players on the Reserve Roster shall receive all the benefits that they would receive as if they were on the Active Roster, except that they shall not be allowed to participate in regular season, playoff or Grey Cup games.

During each season, Section 8, sub-sections 1, 2 and 5 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 44 Players, including 3 Players who shall be identified as quarterbacks and 41 other Players, of whom not more than 20 may be Internationals, or
  - (b) a minimum of 43 Players, including two Players who shall be identified as quarterbacks and 41 other Players, of whom not more than 20 may be Internationals.
2. Prior to the commencement of the regular season schedule, each Member Club shall in accordance with the time table prescribed by the Management Council, establish its reserve Roster of 2 Players.

5. 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 Member Club dresses its full quota of International Players four shall be designated Internationals and designated as special team Players who may enter the game at another position only upon the understanding that another International Player is required to leave the game for that play.

When the Member Club dresses 19 International Players, three shall be designated Internationals and designated as special team Players who may enter the game at another position only upon the understanding that another International Player is required to leave the game for that play.

When the Member Club dresses 18 International Players, two shall be a designated Internationals and designated as a special team Players who may enter the game at another position only upon the understanding that another International Player is required to leave the game for that play.”

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

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 C.F.L. 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 Physician**

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 the 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 C.F.L. 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 C.F.L. 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 C.F.L. 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 C.F.L. 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 C.F.L. 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.

The Member Club shall have the right to conduct a medical examination at any time in which the Player is under Contract with the Member Club and if the Member Club Doctor examines the Player within three days prior to the date that the Member Club serves notice of termination on the Player or following termination in accordance with this Section, the record in relation to the Member Club Doctor examination of the Player shall be provided to the Player, the C.F.L.P.A. and 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 C.F.L. 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 traveling 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 for each day or any part thereof subject to the exceptions described in this Article in the sum of \$115.00.

**Exceptions:**

When the Member Club provides a pre-game meal on either the day before the game or the day of the game (one time only) the travel allowance for that day shall be reduced by the sum of \$30.00.

If the Member Club departs its home city two days before the day of the game, and the time of departure is after 1:30 p.m. of the time zone where the Member Club is situated, the travel allowance for that day will be reduced by the sum of \$50.00. 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; provided however, if the Member Club arrives at its home city after 1:30 p.m. of the time zone where the home city is situated, there shall be a travel allowance for that day, however, it shall be reduced by the sum of \$50.00.

**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 who have their C.F.L. Standard Player Contract terminated and who are subsequently deleted from the roster;
- (f) Six Game Injury List for Member Clubs; and
- (g) Negotiation Lists which shall be provided weekly to the C.F.L.P.A. at the same time they are provided to the Member Clubs.

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, 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).
- (c) If a Player's C.F.L. Standard Player Contract is assigned to another Member Club during the period of time commencing with the commencement date of the training camp period and ending on the date of the Grey Cup Game, then the amounts described in each of the paragraphs (a) and (b) above shall be increased and shall be the sum of \$2,000.00.

**Section 27.02 Change of Residence**

If the said Player is on the Roster, (Roster shall include Active Roster, Injured Players 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 situated, the Player shall be reimbursed by the acquiring Member Club, the following:

- (a) Economy return air fare for the Player's wife to travel to the site of the acquiring Member Club; and
- (b) 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 THREE THOUSAND (\$3,000.00) DOLLARS:

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 FOUR THOUSAND (\$4,000.00) DOLLARS:

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 SIX THOUSAND (\$6,000.00) DOLLARS:

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 SEVEN THOUSAND (\$7,000.00) 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 with each Player or any person designated by the Player in writing to represent the Player. The Member Club shall make best efforts not to deal with any person who is not registered as a Contract Advisor with the C.F.L.P.A. It is agreed that Member Clubs, Contract Advisors and Players shall, at all times, negotiate in good faith and act in accordance with ethical business practices.

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.

When a Contract Advisor has represented a Player in the negotiation of the Player's Contract, the Member Club shall include on the Player's C.F.L. Standard Player Contract the name of the C.F.L.P.A. registered Contract Advisor and the Contract Advisor's registration number. The C.F.L.P.A. shall provide the C.F.L. with an update of all Contract Advisors registered with their registration number on a monthly basis.

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 "L", with a C.F.L. Standard Player Contract when offering a First Contract 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. A Player shall be allowed to participate in a deferred compensation plan (salary deferral arrangement) provided that his Member Club consents to provide such a plan for the Player. If a Member Club agrees to establish a deferred compensation plan, the Member Club shall name a company, which shall be insured with the Canada Deposit Insurance Corporation to administer such deferred compensation plan and shall provide the name of that company to the Players. Before a Member Club establishes a deferred compensation plan, all documentation required to establish such salary deferral arrangement shall be submitted to the C.F.L.P.A. for approval.

Any deferred compensation plan which has been established by a Member Club prior to June 6<sup>th</sup>, 2010, shall remain in full force and effect and:

- (i) the Member Club shall take all steps to ensure each Player who is a participant in a deferred compensation plan and who consents shall continue to be paid all amounts accrued by the deferred compensation plan in each calendar year, in accordance with the practices of the Member Club in making payments to Players from such deferred compensation plan before June 6<sup>th</sup>, 2010;
- (ii) shall not be amended in any manner whatsoever; and
- (iii) shall not be collapsed by the Member Club;

without the prior written consent of the Player who is a participant in such deferred compensation plan.

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 his Contract is terminated.
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 terminate the Player's Contract.
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 Salary Expenditure CAP**

The Salary Expenditure CAP for each Member Club shall be no less than the amounts set out in the following schedule for the following years:

2014 - \$5,000,000.00  
 2015 - \$5,050,000.00  
 2016 - \$5,100,000.00  
 2017 - \$5,150,000.00  
 2018 - \$5,200,000.00

**Section 30.02 Financial Statements**

The C.F.L. shall provide the C.F.L.P.A. on or before the 1<sup>st</sup> day of June in each year, an audited financial statement with respect to the year inclusive of the preceding season.

The Member Clubs in the C.F.L. who prepare audited financial statements with respect to football operations shall provide the C.F.L.P.A. on or before the 1<sup>st</sup> day of June in each year, an audited financial statement with respect to the year inclusive of the preceding season.

The Member Clubs in the C.F.L. who do not prepare audited financial statements with respect to football operations shall provide the C.F.L.P.A. on or before the 1<sup>st</sup> day of June in each year, a financial statement prepared in accordance with generally accepted accounting principles with respect to the year inclusive of the preceding season.

The information contained in the financial statements provided to the C.F.L.P.A. shall be kept strictly confidential and shall be used only by the President of the C.F.L.P.A., First Vice-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 of determining the compensation payable to players related to total revenues.

The C.F.L. and the Member Clubs in the C.F.L. shall allow the C.F.L.P.A. and an accountant appointed by the C.F.L.P.A. access to all financial records, with respect to football



operations, for inspection, review and audit at any time or times during reasonable business hours and upon reasonable notice to the Member Club and/or the C.F.L.

If a Member Club and/or the C.F.L. fails to comply with this Section, the C.F.L.P.A. may submit the matter to expedited arbitration in accordance with the procedure described in Article 4, Section 4.13 of this Agreement, and the expedited Arbitrator shall have jurisdiction to order compliance and to order payment of any penalty in order to enforce compliance.

### **Section 30.03    Extraordinary Revenue Protection Clause**

Starting on April 1<sup>st</sup>, 2016, and on April 1<sup>st</sup> each year thereafter, the C.F.L.P.A., C.F.L. and C.F.L.P.R.C. agree to review the annual revenues of the C.F.L. Member Clubs. In the event the annual aggregate revenues <sup>NOTE#1</sup> (excluding Grey Cup revenue) of all Member Clubs in the C.F.L. combined, are increased by greater than 27 million <sup>NOTE#2</sup> on an annual year-over-year basis (beginning with 2015 compared to 2014; and continuing with 2016 compared to 2015; and 2017 compared to 2016), the C.F.L.P.A., C.F.L. and C.F.L.P.R.C. agree to negotiate an increase to the salary expenditure cap for the remainder of the term of this Agreement starting with the 2016 season.

Should there be no agreement on the increase of the salary expenditure cap for the remainder of the term of this Agreement after 90 days of negotiations, the parties agree that the Collective Agreement will terminate effective May 31<sup>st</sup>, 2017, or if applicable, May 31<sup>st</sup>, 2018 and the parties agree to take all steps necessary to ensure that this Agreement will have a term that expires on May 31<sup>st</sup>, 2017, or if applicable, on May 31<sup>st</sup>, 2018, including, if necessary, a joint application to their respective Labour Boards for early termination of the Collective Agreement effective May 31<sup>st</sup>, 2017, or if applicable, May 31<sup>st</sup>, 2018.

**NOTE #1:** Revenues equal ticket sales to C.F.L. football games (exclusive of service charges and taxes), broadcast rights, and sponsorship and licensing royalties. Ticket sales include regular season, pre-season and play-off (excluding Grey Cup), gate receipts including ticket revenue from luxury boxes, suites and any premium seating. Broadcast rights include payments from the sale, license or other conveyance of the right to broadcast or exhibit C.F.L. pre-season, regular season, play-off and Grey Cup Games, on radio and television including without limitation network, local, cable, pay television, satellite encryption, international broadcasts, delayed broadcasts, and all other means of distribution.

**NOTE #2:** No single Member Club can account for more than 20% of this amount.

#### **Section 30.04                            Ratification Bonus**

The Member Clubs shall pay a ratification bonus to all veteran Players (as defined in Article 10 of the Collective Agreement) who are on a Member Club roster on June 22<sup>nd</sup>, 2014.

The total ratification bonus payable to all veteran Players in the C.F.L. (herein referred to as the "Total Veteran Ratification Bonus") shall be a sum equal to the number of veteran Players on the roster of the Member Clubs in the C.F.L. (including those entitled to be on the roster) on June 22<sup>nd</sup>, 2014, multiplied by \$7,500.00.

The C.F.L.P.A. shall decide how much of the Total Veteran Ratification Bonus shall be paid to each veteran Player based on seniority.

On or about June 25<sup>th</sup>, 2014, the C.F.L.P.A. shall advise the C.F.L. of the amount of the ratification bonus to be paid to each veteran Player on the roster on June 22<sup>nd</sup>, 2014.

The Member Clubs shall pay to each veteran Player the ratification bonus in the amount as communicated by the C.F.L.P.A. to the C.F.L.

The total of the ratification bonuses payable to all veteran Players in the C.F.L. shall not be more than the Total Veteran Ratification Bonus.

If the amount of the ratification bonuses paid to all of the veteran Players in the C.F.L. is less than the Total Veteran Ratification Bonus, the difference shall be paid at the complete discretion of the C.F.L.P.A. to some or all Players who were on the roster at the time of the ratification vote, had their Standard Player Contract terminated before June 22<sup>nd</sup>, 2014, and were subsequently signed to a Standard Player Contract or a Practice Roster Agreement with compensation equal to or greater than the minimum compensation, shortly after June 22<sup>nd</sup>, 2014.

If following the payment of the ratification bonuses to those Players whose Standard Player Contracts were terminated prior to June 22<sup>nd</sup>, 2014, the amount of the ratification bonuses paid to all of the veteran Players in the C.F.L. is less than the Total Veteran

Ratification Bonus, the difference shall be paid to all of the veteran Players who have been paid a ratification bonus on a pro-rata basis.

All other Players (non-veteran) on a Member Club roster on June 22<sup>nd</sup>, 2014, shall be paid a ratification bonus by their Member Club in the sum of \$1,500.00.

All ratification bonus payments shall have deductions required by law.

All ratification bonuses shall be paid within forty-eight (48) hours of the Member Club's first regular season game in 2014.

All ratification bonuses paid shall not be included as part of the Member Club's salary expenditure cap.

Payment of the ratification bonuses will be to all Players on the roster, including the active roster, the reserve lists, the injured lists and the disabled lists.

In the event that a Player's C.F.L. Standard Player Contract is purported to be terminated prior to June 22<sup>nd</sup>, 2014, and the Player through the injury grievance procedure or arbitration becomes entitled to compensation payable for a period of time including June 22<sup>nd</sup>, 2014, the Player shall be paid the ratification bonus which he would have been entitled to had he been on the roster on June 22<sup>nd</sup>, 2014.

**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 joint committee for consideration and a recommendation. After deliberation, this joint 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 continue with a Committee which shall have the mandate of studying and gathering information with respect to drug abuse related to both illegal and performance enhancing drugs and studying and implementing ways to educate players, persons in the C.F.L. and the general public with respect to drug abuse.

**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. except as provided for in the C.F.L./C.F.L.P.A. Policy to prevent the use of performance enhancing drugs (herein referred to as the C.F.L./C.F.L.P.A. Drug Policy) which is attached hereto and marked as Appendix "B".

The C.F.L. shall pay all costs with respect to the implementation and the operation of the C.F.L./C.F.L.P.A. Drug Policy subject to the provisions of the C.F.L./C.F.L.P.A. Drug Policy.

**ARTICLE 33:        MARKETING**

The C.F.L.P.A. agrees to consent to the C.F.L., Member Clubs and C.F.L., and Member Clubs sponsor usage of Player images (“Player Image” or “Player Images” as defined below) during the term of this Collective Agreement. For greater clarity, this involves the use by the C.F.L., Member Clubs, or their respective sponsors, of any Player Image of any single Player or group of Players for commercial or other promotional purposes in any media platform, and the C.F.L.P.A. further consents to (i) the C.F.L. and Member Clubs placing logos of major sponsors on C.F.L. Player uniforms during regular season, play-off and Grey Cup games; and (ii) the sale by the C.F.L. or any Member Club of Member Club jerseys including replicas or renditions thereof bearing the surname of any Player without additional compensation being payable to the Player or the C.F.L.P.A. For the purposes of this Article 33, “Player Images” shall mean any still action photograph or full motion images of one or more C.F.L. Players (i) in C.F.L. regular season games, play-off games and Grey Cup games in Member Club uniform, or (ii) in a promotional portrait in uniform without helmet or equipment.

Examples of acceptable C.F.L. and Member Clubs promotional usage includes

- (a) Player Images printed on a ticket to a game, which also depicts one or more sponsors’ logos;
- (b) Player Images displayed on the Member Club or C.F.L. website which also depicts sponsors’ logos;
- (c) Player Images printed in a Member Club game program or C.F.L. operations manual which also depicts sponsors’ logos;
- (d) Players Images displayed on jumbotron and other stadium pageantry which depicts one or more sponsors’ logos; and
- (e) Player Images displayed on Club advertising or printed promotional materials which depicts one or more sponsors’ logos.

Examples of acceptable C.F.L. and Member Clubs commercial usage includes:

- (f) Player Images displayed in a sponsor advertisement; and
- (g) Player Images displayed on a sponsor website or promotional display.

The C.F.L. and each of the Member Clubs covenants and agrees that any use of a Player Image depicting a single Player for commercial use shall not depict the Player's face or name. The C.F.L. and each of the Member Clubs further covenants and agrees that should an individual Player reasonably object to the use of a Player Image comprising his image on religious or moral grounds, or on such other grounds that the use of the Player Image puts the Player in a conflict position with a third party, the C.F.L. and/or the Member Club, as the case may be, shall forthwith replace that Player Image with a suitable alternative.

In consideration for the consent of the C.F.L.P.A., the C.F.L. shall pay to the C.F.L.P.A. an annual fee in the sum of \$450,000.00 payable in two equal installments of \$225,000.00 on June 15<sup>th</sup> and October 15<sup>th</sup> for the term of this collective agreement.

It is understood and agreed by the C.F.L. and each of the Member Clubs that any appearance or direct commercial endorsements ("Direct Commercial Endorsements") involving individual Player or Players, or Player Images, shall be subject to separate agreements involving the Players and/or the C.F.L.P.A. in accordance with the provisions of the C.F.L. Standard Player Contract and this Collective Agreement.

Article 33 of the Collective Agreement will take precedence over the provisions of the second paragraph of Paragraph 19 of the C.F.L. Standard Player Contract in relation to the usage permitted by virtue of Article 33.



**OBLIGATIONS OF C.F.L.**

During the Term of this Agreement, and in consideration of the C.F.L.P.A. agreeing to its obligations as set forth above under this Article 33, the C.F.L. shall ensure that Reebok Canada Inc. (“Reebok”) provides the following to the C.F.L.P.A. and player-members of the C.F.L.P.A., and in the event that Reebok is unable to provide the following, the C.F.L. shall provide the following to the C.F.L.P.A. and player-members of the C.F.L.P.A.:

- (a) a free Reebok/C.F.L.P.A. t-shirt to all C.F.L. football players on a C.F.L. team roster which will have the C.F.L.P.A. logo and the Reebok logo (50 t-shirts per team), the t-shirts to be included in the “Welcome Packages” provided by Reebok to all C.F.L. football players and teams at the start of each C.F.L. regular season;
- (b) within thirty (30) days of the start of each C.F.L. regular season, Reebok shall provide, at no cost to the C.F.L.P.A., VIP product packages with the C.F.L.P.A. logo and the Reebok logo to all Player Representatives and Alternate Player Representatives and C.F.L.P.A. Executive, each VIP product package (“VIP Package”) to include a sweatshirt, warm-up suit (top and bottom), cross-training shoes, t-shirt and shorts (34 VIP Packages per year);
- (c) until December 31, 2018 (the “Reebok Contract Termination Date”), Reebok shall provide four (4) styles of Reebok products that shall bear the C.F.L.P.A. logo and the Reebok logo that shall be offered for retail sale and for which the C.F.L.P.A. shall be paid a royalty of five (5%) percent plus GST of any net sales generated by the Reebok, Reebok International Ltd. or Onfield Apparel Group, LLC. In addition, active and alumni members of the C.F.L.P.A. shall have the right to purchase these products at 20% off wholesale (less royalty), and Reebok shall not be responsible for any royalties due from these sales. These products will be available for delivery within thirty (30) days of the start of each C.F.L. regular season and none of these products will bear the Canadian Football League or Member Club logos unless otherwise authorized;

- (d) no later than November 1 of each calendar year during the Term of this Agreement, Reebok shall provide a maximum of 10 free VIP product packages, as described in paragraph b) above, the VIP product packages to be distributed amongst the C.F.L.P.A. athletes and alumni appearing at the C.F.L. Grey Cup game for that calendar year; and
- (e) In addition to paragraph b) above, Reebok shall provide, within 30 days of the start of each C.F.L. regular season, at no cost to the C.F.L.P.A., a five-thousand dollar CDN (\$5,000.00 CDN) Reebok wholesale product credit to be used by the C.F.L.P.A. in its sole discretion.

### **PERIODIC STATEMENTS**

Within one (1) month of the following dates: March 31, June 30, September 30 and December 31 during the Term of this Agreement (the "Reporting Dates"), and within one (1) month of the termination date of this Agreement (the "Termination Date"), the C.F.L. shall promptly furnish to the C.F.L.P.A. complete and accurate statements, certified to be accurate by the C.F.L., showing the quantity, description and net sales revenues (including itemization of any permitted deductions and/or exemptions) of Member Club jerseys distributed and/or sold during the quarter calendar year preceding each Reporting Date or the Termination Date, as the case may be and as each statement becomes due, together with any returns made during said preceding quarter calendar year, listed on a product by product basis by Stock Keeping Unit ("SKU") number. Such statements shall be furnished to the C.F.L.P.A. whether or not any of the Member Club jerseys have been sold during said preceding quarter calendar year. The C.F.L. shall furnish to the C.F.L.P.A. sufficient background information so as to make such statements intelligible to the C.F.L.P.A. and such statements shall include a complete list of the customers of Reebok to whom Member Club jerseys have been sold. Receipt or acceptance by the C.F.L.P.A. of any of the statements furnished pursuant to this Agreement or any sums paid hereunder shall not preclude the C.F.L.P.A. from questioning the correctness therein at any time, and in the event that any inconsistencies or mistakes are discovered in such statements, they shall immediately be rectified.

**BOOKS AND RECORDS**

The C.F.L. shall request that Reebok keep, maintain and preserve (in Reebok's place of business) for at least two (2) years following termination or expiration of the Term of this Agreement, complete and accurate records and accounts including, without limitation, invoices, correspondence, banking and financial and other records pertaining to the various items required to be shown on the statements to be submitted by the C.F.L. The C.F.L. will also request that records and accounts be available for inspection and audit at any time or times during or after the term or terms of the license period during reasonable business hours and upon reasonable notice by the C.F.L.P.A., or its nominee. The C.F.L. agrees not to cause or prevent any interference with the C.F.L.P.A., or their nominees in the performance of the duties of inspection and audit. The exercise by the C.F.L.P.A. in whole or in part or at any time or times of the right to audit records and accounts or of any other right herein granted, the acceptance by the C.F.L.P.A., of any statement or statements shall be without prejudice to any rights or remedies of the C.F.L.P.A. and shall not stop or prevent the C.F.L.P.A. from thereafter disputing the accuracy of any such statement. The C.F.L.P.A. shall be permitted to exercise its inspection and audit rights with respect to a statement provided to it by the C.F.L. pursuant to this Article 33 not more than once per year and only within two (2) years after any such statement is due to C.F.L.P.A. hereunder.

The C.F.L. shall use its reasonable efforts to track jersey sales for the purpose of identifying which Player names are being included on jerseys and shall report to the C.F.L.P.A. on June 1<sup>st</sup> of each year all information gathered with respect to the number of jerseys sold in relation to each Player name.

**OBLIGATIONS OF C.F.L.P.A.**

During the Term of this Agreement, and in consideration of the C.F.L. agreeing to its obligations as set forth above under this Article 33, the C.F.L.P.A. covenants and agrees to provide and/or perform the following:

- (a) To acquire the consent of the players, as identified by the C.F.L. and/or Reebok, to the use of the players' names, images, numbers and likenesses in relation to the commercial sale of the Member Club uniforms;
- (b) The C.F.L.P.A. shall make a best effort to ensure that footwear worn by players during practice and pre-season games is Reebok branded and that apparel worn by players is Reebok branded;
- (c) The C.F.L.P.A. shall make a best effort to ensure that players wear Reebok branded apparel while participating in team practices;
- (d) The C.F.L.P.A. shall make a best effort to ensure that there are no competitive logos displayed on pieces of apparel worn under player's uniform while in stadium;
- (e) The C.F.L.P.A. shall make a best effort to ensure that competing logos shall be covered on footwear. Special attention by the C.F.L.P.A. to address covering competing logos shall be made by the C.F.L.P.A. during events where the general public is attending;
- (f) The C.F.L.P.A. shall make a best effort to ensure that there will be no competitive brand exposure by players in locker rooms and pre and post-game practice;
- (g) The C.F.L.P.A. shall make a best effort to ensure that all players wear Reebok brand footwear and accessories during games including gloves and accessories or alternatively, that any and all competitive identification is fully covered-up;
- (h) The C.F.L.P.A. shall actively assist in providing access to marquee players in the C.F.L., at the request of the C.F.L. or Reebok, for marketing purposes with Reebok providing compensation packages to players who participate;
- (i) The C.F.L.P.A. shall assist in providing access to C.F.L. players and alumni for the purpose of local marketing sessions, with Reebok providing VIP product packages to players who participate;

- (j) Reebok will be recognized in all C.F.L.P.A. marketing materials as a partner;
- (k) The C.F.L.P.A. shall make a best effort to ensure players wear Reebok brand apparel, footwear and accessories at all public relations appearances, provided that Reebok makes said apparel, footwear and accessories available to the players for such purposes;
- (l) The C.F.L.P.A. shall make a best effort to ensure that players wear Reebok branded apparel for all interviews;
- (m) The C.F.L.P.A. shall make a best effort to provide an alumni member in each City to assist in relation to Reebok enforcement
- (n) The C.F.L.P.A. shall make a best effort (subject to Reebok's consent) to provide for Reebok's logos to be displayed on player cards produced by Jogo Novelties Inc.; and;
- (o) In the event the C.F.L.P.A. hosts a Grey Cup Party, the C.F.L.P.A. shall provide for the significant display of Reebok's logo to be displayed at this party;

#### **INDEMNIFICATION**

The C.F.L. and each of the Member Clubs covenants and agrees to indemnify and hold harmless the C.F.L.P.A. and any of its respective members, from any claims, demands, suits, causes of action and damages, including reasonable attorney fees, caused by or arising out of any act or omission of the C.F.L., of the Member Clubs and/or of their respective sponsors, as the case may be, in respect of or arising from their use of Player Images under this Article 33, including any claim for defamation or product liability, except to the extent the same shall have been caused by the gross negligence or the intentional misconduct of the C.F.L.P.A.

**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 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 34.04 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 34.05 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 34.06 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 4:00 p.m. Eastern Time the day prior to the said home regular season game or no later than 4:00 p.m. Eastern Time the day prior to the day that they shall be travelling to a site of an away regular season game.

**Section 34.07 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 34.08 Player's Tickets to Grey Cup Game**

Each Player who is on the Roster or Injured Players 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 34.09 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 34.10 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 34.11 Public Criticism**

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

**Section 34.12 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 34.13 Media in Locker Room**

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

**Section 34.14 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 is 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, playoff or Grey Cup game) of the season played by the Member Club, the three pairs of football shoes shall become the property of the Player. If the Player is released prior to the last game (regular season, playoff or Grey Cup game) of the season played by the Member Club, the three pairs 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 recommends 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 34.15 Work Permits for International 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 International 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 34.16 Chiropractors**

If a Player attends upon a chiropractor for treatment at the request of the Member Club, the Member Club will arrange for or pay for the cost of treatment. If a Player attends upon a chiropractor for treatment without the request of the Member Club, the Player will arrange for or pay for the cost of treatment.

**Section 34.17 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 34.18 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 (CATA) or equivalent qualifications. All head therapists in the C.F.L. must be certified athletic therapists in good standing with CATA. The head therapists from each Member Club will be required to submit their CATA certification indicating that they are in good standing with CATA to the C.F.L. Office on an annual basis.

**Section 34.19 Compact Discs 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 34.20 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.

**Section 34.21 Grey Cup Weekend Hotel Rooms for C.F.L.P.A.**

The C.F.L. shall provide the C.F.L.P.A. with the opportunity to pay for ten (10) rooms during Grey Cup weekend at one of the major hotels in the city centre of the city where the Grey Cup Game is being staged.

**Section 34.22 Mic-ing of Players**

Three Players on each Member Club who play the positions of Quarterback, Centre and Middle Linebacker may be requested to have a microphone attached to their uniform

during regular season and post-season games for the purpose of television production of said games. A microphone shall not be attached to the uniform of a Player unless the Player consents. The C.F.L.P.A. will encourage the Players to provide their consent.

**Section 34.23            Thigh Pads and Knee Pads**

All Players except for punters and kickers shall be required to wear thigh pads and knee pads during games. This provision shall not apply to veteran Players during 2014, however, commencing with the 2015 season it shall apply to all Players except for punters and kickers.

**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 ensure 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.

**ARTICLE 36: NATIONAL FOOTBALL LEAGUE****Section 36.01**

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 the second Tuesday in February 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 the second Tuesday in February 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.

**Section 36.02**

Section 36.01 shall not apply to any C.F.L. Standard Player Contracts after February 16, 2012.

The C.F.L. may make Section 36.01 operative at any time during the term of this Collective Agreement at its sole discretion. The C.F.L. shall provide the C.F.L.P.A. with 30 days' notice in the event that they elect to make Section 36.01 operative.

**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.A. carried out the procedure of ratification in accordance with its Constitution on June 12<sup>th</sup>, 2014, and the terms of this Collective Agreement have been ratified.

The C.F.L.P.R.C. and the C.F.L. carried out the procedure of ratification on June 13<sup>th</sup>, 2014, in accordance with their Constitution and the terms and conditions of this Collective Agreement have been ratified.

**Section 37.02 Term**

The parties hereto agree that the term of this Agreement shall be from and include the 30<sup>th</sup> day of May, 2014, until the later of the 15<sup>th</sup> day of May, 2019, or the day prior to the first day of training camp period in 2019 except if the commencement of the training camp period is moved to a date earlier than May 15<sup>th</sup>, 2019, as a result of the Grey Cup Game being scheduled earlier, the term of this Agreement shall be until the day prior to the first day of training camp period in 2019.

Notwithstanding the forgoing, the term of this Agreement may end on May 31<sup>st</sup>, 2017, or May 31<sup>st</sup>, 2018, in accordance with Article 30 Section 30.03 of this Agreement.



**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  
e-mail: emolstad@parlee.com  
Fax Number: (780) 423-2870

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

c/o Michael Copeland  
Canadian Football League  
50 Wellington Street, E., 3<sup>rd</sup> Floor  
Toronto, Ontario M5E 1C8  
e-mail: mcopeland@cfl.ca  
Fax Number: (416) 865-2694

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

c/o The Commissioner  
Canadian Football League  
50 Wellington Street, E., 3<sup>rd</sup> Floor  
Toronto, Ontario M5E 1C8  
e-mail: mcohon@cfl.ca  
Fax Number: (416) 865-2694

The address for service of the Member Clubs shall be:

The Montreal Alouettes Football Club  
1260 University St., Suite 100  
Montreal, Quebec H3V 3B9  
e-mail: jim@jimpopp.com  
Fax Number: (514) 253-5659

Hamilton Tiger Cat Football Club (2003) Corp.  
1 Jarvis Street  
Hamilton, Ontario L8R 3J2  
e-mail: kaustin@ticats.ca  
Fax Number: (905) 547-8423

Calgary Stampeders 2012 Limited Partnership,  
As Represented by its General Partner,  
Calgary Stampeders 2012 Inc.  
McMahon Stadium  
1817 Crowchild Trail N.W.  
Calgary, Alberta T2M 4R6  
e-mail: [jhufnagel@stampeders.com](mailto:jhufnagel@stampeders.com)  
Fax Number: (403) 282-9728

Edmonton Eskimo Football Club  
11000 Stadium Road  
Edmonton, Alberta T5H 4E2  
e-mail: [ed.hervey@esks.com](mailto:ed.hervey@esks.com)  
Fax Number: (780) 429-3452

Saskatchewan Roughrider Football Club Inc.  
1463 Albert Street  
P.O. Box 1966  
Regina, Saskatchewan S4R 2R8  
e-mail: [BrendanT@saskriders.com](mailto:BrendanT@saskriders.com)  
Fax Number: (306) 566-4280

Winnipeg Football Club  
315 Chancellor Matheson Road  
Winnipeg, Manitoba R3T 1Z2  
e-mail: [kwalters@bluebombers.com](mailto:kwalters@bluebombers.com)  
Fax Number: (204) 783-5222

Toronto Argonauts Football Club Inc.  
212 King St. West, Suite 501  
Toronto, Ontario M5H 1K5  
e-mail: [jtb@argonauts.ca](mailto:jtb@argonauts.ca)  
Fax Number: (416) 341-2714

B.C. Lions Football Club Inc.  
10605 City Parkway  
Surrey, British Columbia V3T 4C8  
e-mail: [wbuono@bclions.com](mailto:wbuono@bclions.com)  
Fax Number: (604) 583-6241

Ottawa RedBlacks Football Club  
220 – 700 Industrial Avenue  
Ottawa, Ontario K1G 0Y9  
e-mail: [MarcelGM@ottawaredblacks.com](mailto:MarcelGM@ottawaredblacks.com)  
Fax Number: (613) 695-9967

**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: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**CANADIAN FOOTBALL LEAGUE PLAYER RELATIONS COMMITTEE**

Per: \_\_\_\_\_

**CANADIAN FOOTBALL LEAGUE**

Per: \_\_\_\_\_

**TAB A**

**APPENDIX "A"**  
**CANADIAN FOOTBALL LEAGUE**  
**STANDARD PLAYER CONTRACT**

BETWEEN:

\_\_\_\_\_ a member of the Canadian Football League  
(hereinafter called the "Club")

- and -

\_\_\_\_\_ of the City/Town of \_\_\_\_\_  
in the Province/State of \_\_\_\_\_  
(hereinafter called the "Player")

IN CONSIDERATION of the mutual and respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. The term of this Contract shall be from the date of execution hereof until 12:00 o'clock Noon (Eastern Standard Time) on the 2<sup>nd</sup> Tuesday in February following the close of the football season commencing in 20\_\_\_\_, subject however to the right of prior termination as specified herein.

2. The Player agrees that during the term of this Contract he will play football and will engage in activities related to football only for the Club and will play for the Club in two Pre-Season games, and eighteen (18) regular season games and Canadian Football League playoff games and any other game approved by the Canadian Football League Players' Association; and the Club, subject to the provisions hereof, agrees during such period to employ the Player as a skilled football Player. The Player agrees during the term of this Contract to report promptly for the Club's training sessions and at the Club's directions to participate in all practice sessions.

3. For the Player's services as a skilled football Player during the term of this contract, and for his agreement not to play football, or engage in activities related to football, for any other person, firm, Club or corporation during the term of this contract and for the other undertakings of the Player herein, the Club promises to pay the Player the sum of \$\_\_\_\_\_ Canadian Dollars to be payable as follows:

“100% percent of said sum to be divided into eighteen (18) equal instalments and paid to the Player within forty-eight (48) hours of each regular season game whenever the Club schedule permits it to be practicable. It is understood between the parties hereto that payment to the Player by the Club for League Playoff Games will be made as hereinafter provided”.

4. The Club shall be entitled to deduct from each and every payment made under any of the provisions of this Agreement, any amount required for the Player's income taxes and any other deductions required or authorized by law.

4A. The Player shall participate in the Canadian Football League Player's Pension Plan and the Club shall deduct and remit to the Pension Plan Trust Fund such sums of money as may be required for the Player's contribution to the plan; and the Club shall pay to the Pension Plan Trust Fund such sums of money as may be required for the Club's contribution to the plan for the Player.

4B. The Club is hereby authorized and shall deduct the sum of \$70.00 for each regular season, playoff and Grey Cup Game and each playoff bye from compensation payable hereunder commencing with the first regular season game, playoff game, Grey Cup Game or playoff bye that the Player is on the Club Roster, Reserve List, or Disabled List and all monies so deducted shall be paid weekly by the Club to the Canadian Football League Players' Association. The amount of deduction for each regular season, playoff and Grey Cup Game and each playoff bye may be amended by the C.F.L.P.A. providing written notice to the Club on or before May 31st during each year and the Club is hereby authorized and shall deduct the amount as amended and pay the same weekly to the Canadian Football League Players' Association.

The Player hereby authorizes the Club and The Canadian Football League to allow access to The Canadian Football League Players' Association to all information provided for in Article 26 of the Collective Agreement.

4C. The Player authorizes and hereby consents to the Canadian Football League Players' Association using the Player's photograph, name, likeness, and autograph for commercial purposes. The Player further agrees that this authorization and consent shall continue following the termination of this Contract.

5. The Club agrees to pay the proper and necessary travelling and reasonable board and lodging expenses whenever the Player is travelling in the services of the Club for games in other than the Club's home city, but when not so travelling, the Player shall pay his own expenses.

6. Prior to the start of each football season, the Player shall attend before the Club's Medical Committee for a complete physical and medical examination, and, shall answer completely and truthfully all questions asked of him with respect to his physical and medical condition, and, if, in the opinion of the said Medical Committee, the Player is not completely fit to participate in football activities, the Club shall either accept the Player or forthwith terminate this contract with the Player. In the event that the Club does not accept the Player, the Club shall serve written notice upon the Player prior to the first Club practice for which the Player is available. In the event that the Club does not serve written notice, the Player shall be deemed to have been accepted by the Club. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract. If the Player is accepted and provided the Player has answered completely and truthfully all questions asked of him and has made full disclosure concerning any and all illnesses and injuries, then in the event of a subsequent injury and claim under Paragraph 20 and/or 21 made by the Player, the Club shall be estopped from raising by way of defence any prior existing condition or injury.

6A. If at any time during the term of this Contract, the Player is found by the Club's Medical Committee not completely fit to participate in football activities as a result of an injury or an illness which is unrelated to an activity performed by the Player in accordance with the terms of this Contract or any previous Contracts between the Player and the Club or any other Member Club in the Canadian Football League, the Club shall either forthwith terminate this contract with the Player or place the Player on the C.F.L. Disabled List in accordance with the terms of the Collective Agreement. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract.

7. The Player agrees to be bound by and to comply with the rules and regulations as defined in Article 14 of the Collective Agreement; provided however, should any term or condition in the rules and regulations conflict with any term or condition contained in the

Collective Agreement, the term and condition contained in the Collective Agreement shall govern.

8. The Player agrees that should he at any time or times, or in any manner, fail to comply with the covenants or agreements on his part herein contained, the Club shall have the right for so long as he continues to fail to so comply, to suspend or discipline him. Further, should the Player at any time conduct himself in such manner, whether on or off the field so as to endanger or prejudice the interests of the Club, or fails to use his best effort to attain and maintain first class physical condition, excepting injuries or illnesses, then the Club shall have the right to discipline the Player by the imposition of a fine. In the case of a fine being imposed, the Club is authorized to deduct the amount of such a fine from any salary due or to become due to the Player under the provisions of the contract. In the event that the Player disputes the exercise of the right granted in the within paragraph, the Player may submit such dispute to arbitration in accordance with the arbitration system contained in the Collective Agreement.

9. The Player agrees to promptly pay any fine levied on him by the Canadian Football League's Commissioner, and failing such prompt payment the Club is authorized to pay same and deduct such amount from any salary due or to become due to the Player.

10. The Club shall have the right to terminate this contract upon notice to the Player if, in the opinion of the head coach and/or general manager:

- (a) the Player fails at any time during the term of this Contract to demonstrate sufficient skill and capacity to play football of the calibre required by the Club;
- (b) the Player's work or conduct in the performance of this Contract is unsatisfactory;
- (c) where there exists a limit to the number permitted of a certain class of Player and the Player, being within that class, should not be included amongst the permitted number; or
- (d) termination of this contract is in the best interest of the Club having regard for the competitiveness of the Club as a whole or the formation of a team with the greatest overall strength.



It is agreed by both parties that the Club's head coach and/or general manager, as the case may be, shall be the sole judge(s) as to the competency and satisfaction of the Player and his services and, in particular, as to the criteria set out in sub-paragraphs (a) to (d) of this paragraph.

11. Upon termination of this contract during the football season, the Player shall only be entitled to receive and the Club shall only be required to pay to the Player as compensation for services theretofore rendered hereunder, such portion of the total compensation for the regular season as provided in Paragraph 3 hereof, as the number of the regular season games already played bears to the total number of games scheduled for the Club for that season, and any other compensation payable in accordance with this contract and the Collective Agreement, and upon such termination the Club shall pay to the Player the balance of such compensation as then remains owing to the Player. Termination of this contract shall not be effective unless it is terminated in accordance with the terms and conditions contained in the Collective Agreement.

12. The Player promises and agrees that during the term of this contract he will not play football for any other person, firm, Club or corporation. The Player promises and agrees that during the term of this contract he will not engage in activities related to football without the prior written consent of the Club, which consent shall not be unreasonably withheld.

13. The Player hereby represents that he has special, exceptional and unique knowledge, skill and ability as a football Player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages, and therefore agrees that the Club shall have the right, in addition to any other rights which the Club may possess, to enjoin him by appropriate injunction proceedings against playing football or engaging in activities relating to football in Canada or the United States of America, for any person, firm, Club or corporation, and against any other breach of this Contract.

14. It is mutually agreed that the Club shall have the right to sell, exchange, assign and transfer this Contract and the Player's services to any Club of the Canadian Football League provided that all monies payable by the Club to the Player pursuant to the terms of this Contract shall be paid by the Club to whom said Contract is assigned, and the Player agrees to accept such assignment and upon receipt of notification and direction, to report promptly to the assignee Club and faithfully to perform and carry out this Contract with the assignee Club as if it had been entered into by the Player with the assignee Club instead of with this Club, and the Player agrees

that the assignee Club shall pay to the Club any amount owing by the Player at the time of such sale, exchange, assignment or transfer and shall be permitted to deduct such amount from salary due or to become due to the Player.

15. DELETED

16. It is mutually understood and agreed that if the operation of the Canadian Football League is suspended, this Contract shall immediately be terminated and the remuneration to be paid to the Player shall be on the basis as provided by Paragraph 11 herein.

17. The Player acknowledges the right and power of the Club, its officers and directors and/or the Canadian Football League's Commissioner to fine and/or suspend for the term of this Contract and/or terminate the Contract of any Player who accepts a bribe or who agrees to throw or fix a game, or bets on a game; and provided the Club, its officers and directors and/or the Canadian Football League's Commissioner have acted judiciously and reasonably, the Player hereby releases the said Canadian Football League's Commissioner and the Club and every officer, director and member of the Canadian Football League and the said Club, jointly and severally of and from any and all claims whatsoever he may have arising out of or in connection with the decision of the Canadian Football League's Commissioner or the Club, its officers and directors in any of the aforesaid cases. In the event the Player disputes the exercise of the right granted in the within paragraph, the Player may submit such dispute to arbitration in accordance with the Arbitration system contained in the Collective Agreement.

18. The Player agrees that during the playing season he will not permit his picture to be taken in Club uniform or assist in the coaching of any football team other than the Club without the written consent of the Club, which consent shall not be unreasonably withheld.

19. The Player agrees that his picture may be taken from time to time for still photographs, motion pictures, television or game action photographs in Club uniform at such times as the Club may designate and the Club shall be free to use in any media such pictures and the Player's name and biographical data for Club and League publicity purposes without the Player receiving remuneration therefor.

The parties agree that the Club shall have the right to permit any person, firm or corporation to display for commercial purposes pictures of the Player in Club uniform with the

consent of the Player and the Player shall not allow either gratuitously or for remuneration any pictures of the Player in Club uniform to be used for any publicity or commercial purposes without the consent in writing of the Club first had and obtained. The parties further agree that no such pictures may be used for commercial purposes without the written authorization of the Player and the Player shall be entitled to negotiate remuneration payable to himself for the granting of such written authorization to be paid by any such person, firm or corporation and that further use of such pictures involving four or more Players of one or more Clubs in one commercial use shall be subject to the approval of both the Canadian Football League and the Canadian Football League Players' Association as the agent of such Players.

20. If the Player is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any Pre-Season game, regular season game, play-off game and Grey-Cup Game, the Club shall pay the Player's hospitalization and medical expenses necessarily incurred or arising from the injury provided that the hospital and doctors are selected by the Club, or if selected by the Player, are approved in writing by the Club which approval shall not be unreasonably withheld; the Club's obligation to pay such expenses shall continue until such time as the Club's doctor, or the doctor selected by the Player and approved by the Club, certifies in writing that the Player has sufficiently recovered from the injury to play football, or until one year from the date that the injury occurred, whichever event shall first occur; thereafter the Player relieves the Club from any and every additional obligation, liability, claim or demand whatsoever in connection with the injury, provided in no event is the Club, its servants or agents relieved from any negligence on the part of its servants or agents in the treatment of said injury, nor does the Player release the Club of any of its obligations arising under Paragraph 21 hereof.

21. It is further agreed that if the Player is a veteran and is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any Pre-Season game, regular season game, playoff game and Grey Cup Game; and the injury or injuries are such as to render him unfit to play skilled football during the current

football season or any part thereof, the Club shall pay to the Player so long as the Player continues to be unfit to play skilled football, One Hundred (100%) percent of the salary and all other benefits to which the Player would be entitled pursuant to the provisions of this Contract and the Collective Agreement including payment for all Pre-Season games, regular season games, playoff games, byes, Grey Cup Game, in which the Club participates, it being understood and agreed that this obligation shall not extend beyond the day before the first day of the training camp period in the season following the current playing season. The Club shall be prohibited from terminating this Contract with the Player so long as the Player remains unfit to play skilled football until the day before the first day of the training camp period in the season following the current playing season. If the Club purports to terminate this Contract with the Player and if the Player maintains he is unfit to play skilled football, the Player may notify the Club in writing within ten (10) days from the date it became known or should have become known to the Player that the Contract had been purported to be terminated, and may within twenty (20) days from the date when it became known or should have become known to the Player that the Club has purported to terminate the Contract, submit to an examination by a neutral physician as agreed upon in accordance with the Collective Agreement. The Player hereby authorizes the Club to, and the Club shall, provide the neutral physician with copies to the Canadian Football League Players Association and the Canadian Football League Players Relations Committee, the medical history reports relating to the injury or injuries; and such medical history reports may contain all actions taken by the Club doctor, and the Club doctor's opinion as to whether the Player is or is not fit to play skilled football. The opinion of the neutral physician who examines the Player as to whether the Player is fit or unfit to play skilled football shall be conclusive and binding upon the Player and the Club. The expense of obtaining the opinion of such neutral physician shall be borne by the Club if his opinion agrees with that of the Player and by the Player if such opinion agrees with the position of the Club. If the Player is not a veteran, this clause shall not be applicable to any injury sustained prior to the playing of the first regular season game of the season but shall be applicable thereafter *mutatis mutandis*.

22. The Player represents to the Club that he is not under Contract or option to play football for any other Club in Canada or the United States of America during the term of this Contract, and that he has no contractual obligations which would prevent him from entering into the within Contract.

23. Should the Player become a member of the Armed Forces of either Canada or the United States of America, and be unable to perform the services as agreed herein, or should the Player retire from football, prior to the expiration of the term of this Contract, in either case, the Player shall be ineligible to play football for any other person, firm, club or corporation until the expiration date of this Contract or the termination of this Contract by the Club, whichever first occurs.

24. This agreement contains the entire Agreement between the parties and there are no oral or written inducements, promises or agreements except as contained herein.

25. If the Player is on the Club's Roster as registered with the Commissioner during the time the Club participates in a playoff game of the League, the Club shall pay to the Player bonus monies as described in the Collective Agreement.

26. This Agreement has been made under the laws of the Province/State of \_\_\_\_\_ and shall be governed by the laws of the said Province/State, but that in the event that the Agreement is assigned to a Club in a Province/State other than \_\_\_\_\_, any matter arising after the Agreement is assigned shall be governed by the laws of the Province/State in which the Assignee Club is located.

27. The Club agrees to pay to the Player the cost of economy air transportation from the Player's normal off-season residence to the City where the Club is situate for the purposes of the Player attending at training camp. In the event that the Player's Contract is terminated at any time prior to the end of the last regular season game, playoff game, or Grey Cup Game played by the Club, and in the event that the Player is not paid for all regular season games, playoff games and Grey Cup Game played by the Club, the Club shall pay to the Player the cost of economy air transportation from the City where the Club is situate to the place of the Player's normal off-season residence.

28. The Club and the Player agree that in the interpretation of this Contract, time shall be of the essence.

29. In this Contract the words "Collective Agreement" shall mean the Agreement between the Canadian Football League Player Relations Committee, representing the Member Clubs of The Canadian Football League and The Canadian Football League and the Canadian

Football League Players' Association. The Club and the Player agree to be bound by the terms and conditions contained in the Collective Agreement.

30. THE CLUB AND THE PLAYER AGREE THAT UNLESS OTHERWISE STATED, ALL MONIES REFERRED TO HEREIN SHALL BE DEEMED TO BE IN CANADIAN CURRENCY.

IN WITNESS WHEREOF the Player has hereunto set his hand and seal and the Club has caused this Contract to be executed by its duly authorized officer or officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

\_\_\_\_\_  
Club

Per: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

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\_\_\_\_\_  
Player

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Player's permanent home address

\_\_\_\_\_  
Telephone number

CONTRACT ADVISOR/AGENT REPRESENTING THE PLAYER  
WITH RESPECT TO THE NEGOTIATION OF THIS CONTRACT

NAME OF CONTRACT ADVISOR/AGENT:

\_\_\_\_\_

REGISTRATION NUMBER OF CONTRACT ADVISOR/AGENT:

\_\_\_\_\_

**TAB A**

**APPENDIX "AA"**  
**CANADIAN FOOTBALL LEAGUE**  
**STANDARD PLAYER CONTRACT**

BETWEEN:

\_\_\_\_\_ a member of the Canadian Football League  
(hereinafter called the "Club")

- and -

\_\_\_\_\_ of the City/Town of \_\_\_\_\_  
in the Province/State of \_\_\_\_\_  
(hereinafter called the "Player")

IN CONSIDERATION of the mutual and respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. The term of this Contract shall be from the date of execution hereof until 12:00 o'clock Noon (Eastern Standard Time) on the 2<sup>nd</sup> Tuesday in February following the close of the football season commencing in 20\_\_\_\_, subject however to the right of prior termination as specified herein.
2. The Player agrees that during the term of this Contract he will play football and will engage in activities related to football only for the Club and will play for the Club in two Pre-Season games, and eighteen (18) regular season games and Canadian Football League playoff games and any other game approved by the Canadian Football League Players' Association; and the Club, subject to the provisions hereof, agrees during such period to employ the Player as a skilled football Player. The Player agrees during the term of this Contract to report promptly for the Club's training sessions and at the Club's directions to participate in all practice sessions.
3. For the Player's services as a skilled football Player during the term of this contract, and for his agreement not to play football, or engage in activities related to football, for any other person, firm, Club or corporation during the term of this contract and for the option hereinafter set forth giving the Club the right to renew this contract and for the other



undertakings of the Player herein, the Club promises to pay the Player the sum of \$ \_\_\_\_\_ Canadian Dollars to be payable as follows:

“100% percent of said sum to be divided into eighteen (18) equal instalments and paid to the Player within forty-eight (48) hours of each regular season game whenever the Club schedule permits it to be practicable. It is understood between the parties hereto that payment to the Player by the Club for League Playoff Games will be made as hereinafter provided”.

4. The Club shall be entitled to deduct from each and every payment made under any of the provisions of this Agreement, any amount required for the Player’s income taxes and any other deductions required or authorized by law.

4A. The Player shall participate in the Canadian Football League Player’s Pension Plan and the Club shall deduct and remit to the Pension Plan Trust Fund such sums of money as may be required for the Player’s contribution to the plan; and the Club shall pay to the Pension Plan Trust Fund such sums of money as may be required for the Club’s contribution to the plan for the Player.

4B. The Club is hereby authorized and shall deduct the sum of \$70.00 for each regular season, playoff and Grey Cup Game and each playoff bye from compensation payable hereunder commencing with the first regular season game, playoff game, Grey Cup Game or playoff bye that the Player is on the Club Roster, Reserve List, or Disabled List and all monies so deducted shall be paid weekly by the Club to the Canadian Football League Players’ Association. The amount of deduction for each regular season, playoff and Grey Cup Game and each playoff bye may be amended by the C.F.L.P.A. providing written notice to the Club on or before May 31st during each year and the Club is hereby authorized and shall deduct the amount as amended and pay the same weekly to the Canadian Football League Players’ Association.

The Player hereby authorizes the Club and The Canadian Football League to allow access to The Canadian Football League Players’ Association to all information provided for in Article 26 of the Collective Agreement.

4C. The Player authorizes and hereby consents to the Canadian Football League Players’ Association using the Player’s photograph, name, likeness, and autograph for

commercial purposes. The Player further agrees that this authorization and consent shall continue following the termination of this Contract.

5. The Club agrees to pay the proper and necessary travelling and reasonable board and lodging expenses whenever the Player is travelling in the services of the Club for games in other than the Club's home city, but when not so travelling, the Player shall pay his own expenses.

6. Prior to the start of each football season, the Player shall attend before the Club's Medical Committee for a complete physical and medical examination, and, shall answer completely and truthfully all questions asked of him with respect to his physical and medical condition, and, if, in the opinion of the said Medical Committee, the Player is not completely fit to participate in football activities, the Club shall either accept the Player or forthwith terminate this contract with the Player. In the event that the Club does not accept the Player, the Club shall serve written notice upon the Player prior to the first Club practice for which the Player is available. In the event that the Club does not serve written notice, the Player shall be deemed to have been accepted by the Club. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract. If the Player is accepted and provided the Player has answered completely and truthfully all questions asked of him and has made full disclosure concerning any and all illnesses and injuries, then in the event of a subsequent injury and claim under Paragraph 20 and/or 21 made by the Player, the Club shall be estopped from raising by way of defence any prior existing condition or injury.

6A. If at any time during the term of this Contract, the Player is found by the Club's Medical Committee not completely fit to participate in football activities as a result of an injury or an illness which is unrelated to an activity performed by the Player in accordance with the terms of this Contract or any previous Contracts between the Player and the Club or any other Member Club in the Canadian Football League, the Club shall either forthwith terminate this contract with the Player or place the Player on the C.F.L. Disabled List in accordance with the terms of the Collective Agreement. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract.

7. The Player agrees to be bound by and to comply with the rules and regulations as defined in Article 14 of the Collective Agreement; provided however, should any term or condition in the rules and regulations conflict with any term or condition contained in the Collective Agreement, the term and condition contained in the Collective Agreement shall govern.

8. The Player agrees that should he at any time or times, or in any manner, fail to comply with the covenants or agreements on his part herein contained, the Club shall have the right for so long as he continues to fail to so comply, to suspend or discipline him. Further, should the Player at any time conduct himself in such manner, whether on or off the field so as to endanger or prejudice the interests of the Club, or fails to use his best effort to attain and maintain first class physical condition, excepting injuries or illnesses, then the Club shall have the right to discipline the Player by the imposition of a fine. In the case of a fine being imposed, the Club is authorized to deduct the amount of such a fine from any salary due or to become due to the Player under the provisions of the contract. In the event that the Player disputes the exercise of the right granted in the within paragraph, the Player may submit such dispute to arbitration in accordance with the arbitration system contained in the Collective Agreement.

9. The Player agrees to promptly pay any fine levied on him by the Canadian Football League's Commissioner, and failing such prompt payment the Club is authorized to pay same and deduct such amount from any salary due or to become due to the Player.

10. The Club shall have the right to terminate this contract upon notice to the Player if, in the opinion of the head coach and/or general manager:

- (a) the Player fails at any time during the term of this Contract to demonstrate sufficient skill and capacity to play football of the calibre required by the Club;
- (b) the Player's work or conduct in the performance of this Contract is unsatisfactory;
- (c) where there exists a limit to the number permitted of a certain class of Player and the Player, being within that class, should not be included amongst the permitted number; or

- (d) termination of this contract is in the best interest of the Club having regard for the competitiveness of the Club as a whole or the formation of a team with the greatest overall strength.

It is agreed by both parties that the Club's head coach and/or general manager, as the case may be, shall be the sole judge(s) as to the competency and satisfaction of the Player and his services and, in particular, as to the criteria set out in sub-paragraphs (a) to (d) of this paragraph.

11. Upon termination of this contract during the football season, the Player shall only be entitled to receive and the Club shall only be required to pay to the Player as compensation for services theretofore rendered hereunder, such portion of the total compensation for the regular season as provided in Paragraph 3 hereof, as the number of the regular season games already played bears to the total number of games scheduled for the Club for that season, and any other compensation payable in accordance with this contract and the Collective Agreement, and upon such termination the Club shall pay to the Player the balance of such compensation as then remains owing to the Player. Termination of this contract shall not be effective unless it is terminated in accordance with the terms and conditions contained in the Collective Agreement.

12. The Player promises and agrees that during the term of this contract he will not play football for any other person, firm, Club or corporation. The Player promises and agrees that during the term of this contract he will not engage in activities related to football without the prior written consent of the Club, which consent shall not be unreasonably withheld.

13. The Player hereby represents that he has special, exceptional and unique knowledge, skill and ability as a football Player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages, and therefore agrees that the Club shall have the right, in addition to any other rights which the Club may possess, to enjoin him by appropriate injunction proceedings against playing football or engaging in activities relating to football in Canada or the United States of America, for any person, firm, Club or corporation, and against any other breach of this Contract.

14. It is mutually agreed that the Club shall have the right to sell, exchange, assign and transfer this Contract and the Player's services to any Club of the Canadian Football League provided that all monies payable by the Club to the Player pursuant to the terms of this Contract

shall be paid by the Club to whom said Contract is assigned, and the Player agrees to accept such assignment and upon receipt of notification and direction, to report promptly to the assignee Club and faithfully to perform and carry out this Contract with the assignee Club as if it had been entered into by the Player with the assignee Club instead of with this Club, and the Player agrees that the assignee Club shall pay to the Club any amount owing by the Player at the time of such sale, exchange, assignment or transfer and shall be permitted to deduct such amount from salary due or to become due to the Player.

15. On or before the date of expiration of this Contract the Club may upon notice in writing to the Player addressed to his permanent home address as indicated hereunder, renew this Contract for a further term until 12:00 Noon Eastern Standard Time the 2<sup>nd</sup> Tuesday in February following the said expiration, on the same terms as are provided in this Contract except that (1) the Club may fix the rate of compensation to be paid by the Club to the Player during the said period of renewal and the rate of compensation shall not be less than one hundred (100%) percent of the amount set forth in Paragraph 3 hereof and one hundred (100%) percent of any bonus payment or payments payable except signing bonus, and (2) after such renewal this Contract shall not include a further option to renew the Contract. The renewal of this Contract shall be understood to include all bonus clauses regardless as to the year described therein and bonus payment or payments of any nature whatsoever except that signing bonuses will not be included.

16. It is mutually understood and agreed that if the operation of the Canadian Football League is suspended, this Contract shall immediately be terminated and the remuneration to be paid to the Player shall be on the basis as provided by Paragraph 11 herein.

17. The Player acknowledges the right and power of the Club, its officers and directors and/or the Canadian Football League's Commissioner to fine and/or suspend for the term of this Contract and/or terminate the Contract of any Player who accepts a bribe or who agrees to throw or fix a game, or bets on a game; and provided the Club, its officers and directors and/or the Canadian Football League's Commissioner have acted judiciously and reasonably, the Player hereby releases the said Canadian Football League's Commissioner and the Club and every officer, director and member of the Canadian Football League and the said Club, jointly and severally of and from any and all claims whatsoever he may have arising out of or in connection with the decision of the Canadian Football League's Commissioner or the Club, its

officers and directors in any of the aforesaid cases. In the event the Player disputes the exercise of the right granted in the within paragraph, the Player may submit such dispute to arbitration in accordance with the Arbitration system contained in the Collective Agreement.

18. The Player agrees that during the playing season he will not permit his picture to be taken in Club uniform or assist in the coaching of any football team other than the Club without the written consent of the Club, which consent shall not be unreasonably withheld.

19. The Player agrees that his picture may be taken from time to time for still photographs, motion pictures, television or game action photographs in Club uniform at such times as the Club may designate and the Club shall be free to use in any media such pictures and the Player's name and biographical data for Club and League publicity purposes without the Player receiving remuneration therefor.

The parties agree that the Club shall have the right to permit any person, firm or corporation to display for commercial purposes pictures of the Player in Club uniform with the consent of the Player and the Player shall not allow either gratuitously or for remuneration any pictures of the Player in Club uniform to be used for any publicity or commercial purposes without the consent in writing of the Club first had and obtained. The parties further agree that no such pictures may be used for commercial purposes without the written authorization of the Player and the Player shall be entitled to negotiate remuneration payable to himself for the granting of such written authorization to be paid by any such person, firm or corporation and that further use of such pictures involving four or more Players of one or more Clubs in one commercial use shall be subject to the approval of both the Canadian Football League and the Canadian Football League Players' Association as the agent of such Players.

20. If the Player is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any Pre-Season game, regular season game, play-off game and Grey-Cup Game, the Club shall pay the Player's hospitalization and medical expenses necessarily incurred or arising from the injury provided that the hospital and doctors are selected by the Club, or if selected by the Player, are approved in writing by the Club which approval shall not be unreasonably withheld; the Club's obligation

to pay such expenses shall continue until such time as the Club's doctor, or the doctor selected by the Player and approved by the Club, certifies in writing that the Player has sufficiently recovered from the injury to play football, or until one year from the date that the injury occurred, whichever event shall first occur; thereafter the Player relieves the Club from any and every additional obligation, liability, claim or demand whatsoever in connection with the injury, provided in no event is the Club, its servants or agents relieved from any negligence on the part of its servants or agents in the treatment of said injury, nor does the Player release the Club of any of its obligations arising under Paragraph 21 hereof.

21. It is further agreed that if the Player is a veteran and is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any Pre-Season game, regular season game, playoff game and Grey Cup Game; and the injury or injuries are such as to render him unfit to play skilled football during the current football season or any part thereof, the Club shall pay to the Player so long as the Player continues to be unfit to play skilled football, One Hundred (100%) percent of the salary and all other benefits to which the Player would be entitled pursuant to the provisions of this Contract and the Collective Agreement including payment for all Pre-Season games, regular season games, playoff games, byes, Grey Cup Game, in which the Club participates, it being understood and agreed that this obligation shall not extend beyond the day before the first day of the training camp period in the season following the current playing season. The Club shall be prohibited from terminating this Contract with the Player so long as the Player remains unfit to play skilled football until the day before the first day of the training camp period in the season following the current playing season. If the Club purports to terminate this Contract with the Player and if the Player maintains he is unfit to play skilled football, the Player may notify the Club in writing within ten (10) days from the date it became known or should have become known to the Player that the Contract had been purported to be terminated, and may within twenty (20) days from the date when it became known or should have become known to the Player that the Club has purported to terminate the Contract, submit to an examination by a neutral physician as agreed upon in accordance with the Collective Agreement. The Player hereby authorizes the Club to, and the Club shall, provide the neutral physician with copies to the Canadian Football League Players Association and the Canadian Football League Players Relations Committee, the medical

history reports relating to the injury or injuries; and such medical history reports may contain all actions taken by the Club doctor, and the Club doctor's opinion as to whether the Player is or is not fit to play skilled football. The opinion of the neutral physician who examines the Player as to whether the Player is fit or unfit to play skilled football shall be conclusive and binding upon the Player and the Club. The expense of obtaining the opinion of such neutral physician shall be borne by the Club if his opinion agrees with that of the Player and by the Player if such opinion agrees with the position of the Club. If the Player is not a veteran, this clause shall not be applicable to any injury sustained prior to the playing of the first regular season game of the season but shall be applicable thereafter mutatis mutandis.

22. The Player represents to the Club that he is not under Contract or option to play football for any other Club in Canada or the United States of America during the term of this Contract, and that he has no contractual obligations which would prevent him from entering into the within Contract.

23. Should the Player become a member of the Armed Forces of either Canada or the United States of America, and be unable to perform the services as agreed herein, or should the Player retire from football, prior to the expiration of the term of this Contract, in either case, the Player shall be ineligible to play football for any other person, firm, club or corporation until the expiration date of this Contract or the termination of this Contract by the Club, whichever first occurs.

24. This agreement contains the entire Agreement between the parties and there are no oral or written inducements, promises or agreements except as contained herein.

25. If the Player is on the Club's Roster as registered with the Commissioner during the time the Club participates in a playoff game of the League, the Club shall pay to the Player bonus monies as described in the Collective Agreement.

26. This Agreement has been made under the laws of the Province/State of \_\_\_\_\_ and shall be governed by the laws of the said Province/State, but that in the event that the Agreement is assigned to a Club in a Province/State other than \_\_\_\_\_, any matter arising after the Agreement is assigned shall be governed by the laws of the Province/State in which the Assignee Club is located.



27. The Club agrees to pay to the Player the cost of economy air transportation from the Player's normal off-season residence to the City where the Club is situate for the purposes of the Player attending at training camp. In the event that the Player's Contract is terminated at any time prior to the end of the last regular season game, playoff game, or Grey Cup Game played by the Club, and in the event that the Player is not paid for all regular season games, playoff games and Grey Cup Game played by the Club, the Club shall pay to the Player the cost of economy air transportation from the City where the Club is situate to the place of the Player's normal off-season residence.

28. The Club and the Player agree that in the interpretation of this Contract, time shall be of the essence.

29. In this Contract the words "Collective Agreement" shall mean the Agreement between the Canadian Football League Player Relations Committee, representing the Member Clubs of The Canadian Football League and The Canadian Football League and the Canadian Football League Players' Association. The Club and the Player agree to be bound by the terms and conditions contained in the Collective Agreement.

30. THE CLUB AND THE PLAYER AGREE THAT UNLESS OTHERWISE STATED, ALL MONIES REFERRED TO HEREIN SHALL BE DEEMED TO BE IN CANADIAN CURRENCY.

IN WITNESS WHEREOF the Player has hereunto set his hand and seal and the Club has caused this Contract to be executed by its duly authorized officer or officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

Club \_\_\_\_\_

Per: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

)  
)  
) \_\_\_\_\_  
) Player  
)  
) \_\_\_\_\_  
)  
) \_\_\_\_\_  
) Player's permanent home address  
)  
) \_\_\_\_\_  
) Telephone number

\_\_\_\_\_  
Witness

CONTRACT ADVISOR/AGENT REPRESENTING THE PLAYER  
WITH RESPECT TO THE NEGOTIATION OF THIS CONTRACT

NAME OF CONTRACT ADVISOR/AGENT:  
\_\_\_\_\_

REGISTRATION NUMBER OF CONTRACT ADVISOR/AGENT:  
\_\_\_\_\_

**TAB B**

**APPENDIX "B"**

**C.F.L./C.F.L.P.A. DRUG POLICY**

# **CFL / CFLPA**

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## **POLICY TO PREVENT THE USE OF PERFORMANCE ENHANCING DRUGS**

**June 6, 2010  
Amended April 6, 2011  
Amended August 27, 2013**



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## **SECTION 1. PREAMBLE**

### **1.01 – STATEMENT OF PRINCIPLES**

The Canadian Football League (CFL) and the CFL Players' Association (CFLPA) declare the following:

#### **1.01.1**

The use of Performance Enhancing Drugs may be harmful to the health and safety of the Players and they are contrary to the spirit of football. The use of Performance Enhancing Drugs represents a serious threat to the cultural, educational, economic and social benefits that football can bring to society and has a negative impact on the moral and ethical behaviour that football can foster with individuals.

#### **1.01.2**

Concrete actions such as drug education, drug testing, appropriate discipline and rehabilitative measures must be taken in order to efficiently prevent the use of Performance Enhancing Drugs in the CFL.

#### **1.01.3**

The CFL and CFLPA believe it is important to promote the health and wellbeing of its Players as well as to maintain the Players' right to compete on a level playing field.

#### **1.01.4**

This Policy to Prevent the Use of Performance Enhancing Drugs is to be considered a true reflection of the CFL and CFLPA's desire and will to efficiently prevent the use of Performance Enhancing Drugs.

## **SECTION 2. GENERAL PROVISIONS**

### **2.01 – SUMMARY DESCRIPTION OF THE POLICY**

#### **2.01.1 – NAME**

The CFL and CFLPA Policy to Prevent the Use of Performance Enhancing Drugs is referred to in this document as the CFL/CFLPA Policy.

#### **2.01.2 – PRIMARY OBJECTIVES**

The primary objective of the CFL/CFLPA Policy is to deter Players, who do not have a legitimate medical reason, from using a Performance Enhancing Drug contained on the CFL Prohibited List (as set forth in Appendix D), protect a Player from injury due to the use of a Performance Enhancing Drug or from coming in contact with a Player who uses a Performance Enhancing Drug, and to maintain a Player's right to compete on a level playing field, where no Player is advantaged by Performance Enhancing Drugs.

#### **2.01.3 – SCOPE OF SAMPLE COLLECTION**

The CFL/CFLPA Policy allows for the collection of blood and/or urine samples.

#### **2.01.4 – THERAPEUTIC USE EXEMPTIONS**

Players who require a Performance Enhancing Drug for legitimate medical reasons will be afforded the opportunity to apply for a Therapeutic Use Exemption in advance of use or retroactively, following an Adverse Analytical Finding.

#### **2.01.5 – ANTI-PERFORMANCE ENHANCEMENT DRUG AND POLICY EDUCATION**

The education program of the CFL and CFLPA will, at a minimum, provide Players with information on the CFL Prohibited List, on the testing program, as well as the discipline Players may face if a violation of the CFL/CFLPA Policy.

The CFL and CFLPA will review various mediums for educating Players and will work together to ensure that the messages in their education program are clear, accurate and consistent with the CFL/CFLPA Policy.

#### **2.01.6 – VIOLATIONS AND DISCIPLINARY ACTIONS**

The CFL/CFLPA Policy defines the different instances that constitute a violation of the CFL/CFLPA Policy and outlines the disciplinary actions that apply to a Player who has committed a violation.

#### **2.01.7 – PLAYER'S RIGHTS**

The CFL/CFLPA Policy outlines a Player's rights with regards to the testing program as well as his options for appealing a disciplinary decision handed down by the CFL for violating the CFL/CFLPA Policy.

#### **2.01.8 – SUBSTANCE ABUSE COUNSELLING**

Counselling is considered by the CFL and CFLPA to be a key component of the CFL/CFLPA Policy and will be made available to all Players. In the event a Player returns an Adverse Analytical Finding following a Drug Test and is assessed by a Substance Abuse Counselling Organization that is recognized by the CFL and CFLPA, as having a substance abuse problem, a Player may be requested to undergo counselling, as a condition of returning to play.

Drug dependency is not a typical manifestation of Performance Enhancing Drugs. Therefore full rehabilitation for Performance Enhancing Drug abuse would not be required. Substance abuse counselling would be the recommended course of action.

### **2.02 – SCOPE OF APPLICATION**

#### **2.02.1 – ACTIVE MEMBERS**

The CFL/CFLPA Policy applies to all Players signed to a CFL Standard Player Contract or CFL Practice Roster Agreement.

#### **2.02.2 – PERIOD**

Players can be notified for Drug Testing any time during the calendar year. Players may be tested in-competition and out-of-competition.

#### **2.02.3 – DISCIPLINED PLAYER**

All Players having been disciplined under the CFL/CFLPA Policy will remain subject to this CFL/CFLPA Policy, including Drug Testing, for the duration of the disciplinary period.

#### **2.02.4 – COMMENCEMENT OF A SUSPENSION**

Any decision regarding a suspension handed-down by the CFL shall be made in writing to the individual.

A Player's suspension will commence and be calculated from the date the formal notice is issued.

Any suspension appealed by a Player will not take effect until completion of the appeals process.

#### **2.02.5 – RESPECT OF OTHER RECOGNIZED POLICIES**

A Player who enters the CFL with a previous record for violating a substance abuse or drug policy of another league or organization, including but not limited to the National Football League, the Canadian Interuniversity Sport, the Canadian Junior Football League, the National Association of Intercollegiate Athletics, or the National Collegiate Athletic Association, regarding substances contained on the CFL Prohibited List at the time of such violation(s), will be deemed to have received an Adverse Analytical Finding pursuant to the CFL/CFLPA Policy and will automatically become subject to the provisions of the CFL/CFLPA Policy applicable to Players who have received an Adverse Analytical Finding. In other words, such a Player will be considered to have committed a second offence under the CFL/CFLPA Policy, the first time he violates the CFL/CFLPA Policy as a member of the CFL.

### 2.03 – SPAN OF A VIOLATION

A violation by a Player will remain on record with the CFL and CFLPA throughout the entire career and/or employment of the Player in the CFL regardless if such career or employment is continuous or interrupted for any reason. In other words, the violation will not expire should the Player pursue his career or employment outside the CFL.

### 2.04 – EFFECTIVE DATE AND AMENDMENT PROCEDURE

#### 2.04.1 – EFFECTIVE DATE

The CFL/CFLPA Policy will come into effect upon adoption by both the CFL and CFLPA.

#### 2.04.2 – AMENDMENT PROCEDURE

Amendments to the CFL/CFLPA Policy may be made by way of a unanimous decision by the CFL and CFLPA.

### 2.05 – INTERPRETATION

#### 2.05.1 – GLOSSARY

The words and expressions which appear in the CFL/CFLPA Policy should be interpreted as they are defined in Appendix A - Glossary (where applicable).

#### 2.05.2 – PREAMBLE AND APPENDICES

The preamble and appendices of the present text are an integral part of the CFL/CFLPA Policy and may be used for the purpose of its interpretation.

#### 2.05.3 – TIME DELAYS

Unless otherwise specified, time periods in this policy are total consecutive days irrespective of weekends or holidays. When a deadline falls on a weekend or holiday, the next business day shall be the deadline.

**2.05.4 – CHOICE OF THE FRENCH OR ENGLISH VERSION**

The English and the French versions of the CFL/CFLPA Policy are equally authoritative. The parties involved in the procedure have a right to decide (once, at the beginning of the procedure) if they wish to use the French or the English version of the CFL/CFLPA Policy.

## **SECTION 3. RESPONSIBILITIES**

### **3.01 – RESPONSIBILITIES OF STAKEHOLDERS**

#### **3.01.1 – CFL and CFLPA**

The CFL/CFLPA Policy was jointly approved by the CFL and the CFLPA. Both organizations are responsible for educating their members on the CFL/CFLPA Policy and making amendments to the CFL/CFLPA Policy as required.

Decisions regarding the content and structure of the CFL/CFLPA Policy must be done in consultation between the CFL and CFLPA. The CFL and CFLPA reserve the right to consult with other organizations and/or experts before making decisions.

The CFL and CFLPA shoulder responsibility for ensuring that members uphold and respect the principles outlined in the CFL/CFLPA Policy and in doing so, take the necessary and timely steps to enforce the CFL/CFLPA Policy as per the provisions described in this document.

#### **3.01.2 – PLAYERS**

The CFL/CFLPA Policy is binding on all members of the CFLPA. Players are responsible for:

- a) learning and understanding the CFL/CFLPA Policy, including the CFL Prohibited List, and;
- b) abiding by the principles and requirements outlined in this document.

Players are ultimately responsible for the medications or supplements they ingest. They must take reasonable steps and precautions, including a detailed review of the packaging of products they apply or ingest, to ensure that their medications and/or nutritional supplements do not contain ingredients that are contained on the Prohibited List.

#### **3.01.3 – CFL-CFLPA JOINT HEALTH AND SAFETY COMMITTEE**

The CFL-CFLPA Joint Committee on Players' Safety and Welfare, or its members, will be responsible for the following:

- a) preventing the use of Performance Enhancing Drugs through education and advocacy;
- b) assisting Players in the interpretation and understanding of the CFL/CFLPA Policy;
- c) reviewing possible amendments to the CFL/CFLPA Policy.

#### **3.01.4 – TEAM PHYSICIAN**

The Team Physician plays a pivotal role in preventing the use of Performance Enhancing Drugs by ensuring that Players are informed about the alternatives to Performance Enhancing Drugs

and by helping to deter Players from using Performance Enhancing Drugs. The relationship that Team Physicians enjoy with their Players puts them in a unique and privileged position to assist the CFL and CFLPA implement the CFL/CFLPA Policy.

The Team Physician is relied on for the following:

- a) recording the medications and/or supplements a Player reports to be taking;
- b) maintaining up-to-date Player files that include a history of any medications or supplements a Player reports to be taking, Therapeutic Use Exemption applications and subsequent response/s provided following an application;
- c) advising Players on substances or drugs that are contained on the CFL Prohibited List as well as the inherent risk of using supplements;
- d) seeking alternatives, if any are available, to the use of substances or drugs that are contained on the CFL Prohibited List and educating Players accordingly;
- e) completing and forwarding a Therapeutic Use Exemption application to the CFLPA Lawyer and the Designated Medical Authority prior to prescribing or administering a Performance Enhancing Drug to a Player they are treating;
- f) completing and forwarding a Therapeutic Use Exemption application to the CFLPA Lawyer and the Designated Medical Authority in instances where a medication on the Prohibited List that he or she has not previously prescribed or administered, is to be used by a Player; and
- g) advocating for the health and safety of Players and Canadian football free of Performance Enhancing Drugs.

#### 3.01.5 – SAMPLE COLLECTION AUTHORITY

The Sample Collection Authority is responsible for assisting the CFL and CFLPA in carrying-out the CFL/CFLPA Policy as per the contractual obligations it has with the CFL and CFLPA.

The Sample Collection Authority may also be contracted by the CFL and CFLPA to provide expertise in different areas including sample collection, the granting of a Therapeutic Use Exemption, and/or the administration of specific elements of the results management process.

The Sample Collection Process is detailed in Appendix B.

#### 3.01.6 – SUBSTANCE ABUSE COUNSELLING ORGANIZATION

The Substance Abuse Counselling Organization will be responsible for:

- a) providing Players and/or their families with the highest quality of assessment and clinical services to address their full range of personal issues;

- b) determining the level of need of a Player, including a potential counselling program. Their initial assessment will only be shared with the CFLPA Lawyer;
- c) All recommended programs will be kept confidential. While strongly recommended that the Player follow the recommended program, it is at the discretion of the player to avail themselves of the recommended program.



## **SECTION 4. CONFIDENTIALITY**

### **4.01 – PUBLIC DISCLOSURE**

#### **4.01.1 – SHARING OF INFORMATION ABOUT A PLAYER; PLAYER CONFIDENTIALITY**

Other than as specifically provided under this CFL/CFLPA Policy, the CFL, CFLPA, CFL Safety Committee, Sample Collection Authority, or the Substance Abuse Counselling Organization, will not be permitted to share any information about a Player's medical information with other persons connected with the team or CFL and CFLPA including team officials, affiliates, agents, members of the media, other Players, consultants, or employees. Stakeholders who breach this confidentiality will be immediately removed from their position in connection with the CFL/CFLPA Policy.

Any breach of confidentiality shall not invalidate the Adverse Analytical Finding or other proof that the CFL/CFLPA Policy was violated by a Player.

#### **4.01.2 – PUBLIC DISCLOSURE**

The CFL and CFLPA will not disclose the name of a Player who is suspended by the CFL for violating the CFL/CFLPA Policy, or otherwise make public comment relating to such Player and such violation, until after all appeals available under the CFL/CFLPA Policy have been exhausted.

Only the CFL Commissioner and the President of the CFLPA, or their respective designates, have the authority to speak publicly and disclose any information about a Player who has violated the CFL/CFLPA Policy.

#### **4.01.3 – THE ARBITRATOR**

The Arbitrator is prohibited from publicly disclosing any information obtained during the course of its duties. An Arbitrator who breaches this condition shall be immediately removed from his duties under the CFL/CFLPA Policy and excused from serving as an Arbitrator connected to the CFL/CFLPA Policy in the future.

### **4.02 – REPORTING OF ADVERSE ANALYTICAL FINDINGS**

Each Adverse Analytical Finding reported on a Player will be communicated by the Sample Collection Authority only to the CFL's Lawyer and the CFLPA's Lawyer. The CFL Lawyer may share this information with the CFL Commissioner, provided that the CFL Commissioner shall treat any information received as strictly confidential. The CFLPA Lawyer may share this information with the CFLPA President and Executive Committee, provided that the CFLPA President and Executive Committee shall treat any information received as strictly confidential.

## **SECTION 5. TESTING**

### **5.01 – LABORATORY STANDARDS**

#### **5.01.1 – WORLD ANTI-DOPING AGENCY STANDARDS**

The CFL/CFLPA Policy recognizes, adopts and applies the World Anti-Doping Agency (WADA) International Standard for Laboratories. These standards may be modified by WADA from time to-time, in accordance with its own regulations.

Test results of samples will only be recognized by the CFL and CFLPA under this CFL/CFLPA Policy when they have been analyzed by a WADA accredited laboratory.

#### **5.01.2 – STANDARDS UPDATES**

The Sample Collection Authority will inform the CFL and CFLPA of any significant updates made to the Laboratory Standards, regarded to be significant by the Sample Collection Authority. It is the CFL and CFLPA's responsibility to update Players on any significant changes that may be brought to their attention and that may affect them.

### **5.02 – PERFORMANCE ENHANCING DRUGS AND METHODS**

#### **5.02.1 – PROHIBITED LIST**

The CFL and CFLPA will publish a Prohibited List which will identify the Performance Enhancing Drugs or Methods that are prohibited by the CFL and CFLPA under this CFL/CFLPA Policy. The CFL and CFLPA reserve the right to bring modifications to the Prohibited List from time to time only by mutual agreement, in writing, and must inform Players of those changes.

#### **5.02.2 – PROHIBITED LIST AMENDMENTS**

Amendments made to the Prohibited List will only enter into effect upon the later of:

- a) six (6) months after publication; and
- b) the generally accepted period of time that it takes for a specific substance being added to the Prohibited List to become undetectable within an individual following a test performed under the CFL/CFLPA Policy, such period of time being agreed upon by the CFL and CFLPA, both parties acting reasonably.

### **5.03 – THERAPEUTIC USE EXEMPTION**

#### **5.03.1 – DESIGNATED MEDICAL AUTHORITY**

On or before May 1 in any given year, the CFL and CFLPA shall jointly appoint an individual to act as the Designated Medical Authority pursuant to the CFL/CFLPA Policy. Such appointment shall be for a period of four years commencing on June 6 and ending on June 5, provided that either the CFL or CFLPA, acting in their sole discretion, may unilaterally elect to terminate the appointment of an individual serving as the Designated Medical Authority upon sixty (60) days written notice to the other party. In the event of such early termination, the CFL and CFLPA shall jointly appoint another individual to act as the Designated Medical Authority pursuant to the CFL/CFLPA Policy.

In the event that the parties are unable to agree on the appointment of an individual, then the independent arbitrator appointed by the CFL and CFLPA pursuant to Section 8.03.1 of the CFL/CFLPA Policy shall be directed to appoint an individual to serve as the Designated Medical Authority on behalf of the CFL and CFLPA, acting in his sole discretion.

The CFL and CFLPA agree that Dr. Andrew Pipe shall be appointed as the Designated Medical Authority pursuant to the CFL/CFLPA Policy for the period commencing on the date of execution of the CFL/CFLPA Policy and ending on June 5, 2014.

The use of certain drugs may require a Therapeutic Use Exemption. Unless otherwise stipulated by the CFL and CFLPA, the Designated Medical Authority will have the sole responsibility for reviewing a Therapeutic Use Exemption application and granting a Therapeutic Use Exemption.

#### 5.03.2 – PROCEDURE FOR A THERAPEUTIC USE EXEMPTION

The application for a Therapeutic Use Exemption must be submitted by the CFLPA's Lawyer on behalf of the Player to the Designated Medical Authority. The Designated Medical Authority reserves the right to request additional information or clarification prior to making its determination on the application. Following the application, the CFLPA's Lawyer will receive a letter that either approves or rejects an application made by a Player for a Therapeutic Use Exemption.

The application for a Therapeutic Use Exemption can be made to the Designated Medical Authority prior to the use of a Performance Enhancing Drug. Applications can also be submitted retroactively, in the event of an emergency medical intervention where the health of a Player has been threatened or following an Adverse Analytical Finding.

#### 5.03.3 – RISK OF VIOLATION

A Player who uses a Performance Enhancing Drug without first applying for a Therapeutic Use Exemption does so at his own risk – retroactive granting of a Therapeutic Use Exemption is not assured. Therapeutic Use Exemption applications that are rejected by the Designated Medical Authority following an Adverse Analytical Finding may result in a violation under the CFL/CFLPA Policy.

#### 5.03.4 – CRITERIA FOR GRANTING A THERAPEUTIC USE EXEMPTION

A Therapeutic Use Exemption will only be granted by the Designated Medical Authority for medically justified reasons and under the following circumstances:

- a) the Player could experience a significant impairment to health if the Performance Enhancing Drug were to be withheld in the course of treating an acute or chronic medical condition; and
- b) the use of the Performance Enhancing Drug would produce no additional achievement or performance other than that which might be anticipated by a return to a state of normal health following the treatment of a legitimate medical condition; and
- c) there is no reasonable therapeutic alternative or the alternative is inefficient.

#### 5.03.5 – THERAPEUTIC USE EXEMPTION CANCELLATION

A Therapeutic Use Exemption application may be cancelled or suspended by the Designated Medical Authority in the event that a Player fails to comply with the requirements or conditions set-out by the Designated Medical Authority for the granting of a Therapeutic Use Exemption.

### 5.04 – TESTING SELECTION

#### 5.04.1 – RANDOM TESTING

Unless applicable under Section 5.04.2 and 5.04.3, testing administered by the Sample Collection Authority will be conducted on a random, No Advance Notice basis during the course of the calendar year. The number of annual tests to be administered by the Sample Collection Authority is set forth in Appendix C, provided that such number of tests may be reduced by the CFL at any time acting in its sole discretion.

#### 5.04.2 – TARGET TESTING

Notwithstanding Section 5.04.1, Players may be targeted for testing through common accord between the Sample Collection Authority, the CFL and the CFLPA, based upon any of the following circumstances:

- a) the laboratory has recommended follow-up testing based on their analytical investigation;
- b) the Player is presently undergoing counselling and as a condition of their counselling, they are subject to further testing; or
- c) the Player has been granted a retroactive exemption pursuant to Section 7.04.

#### 5.04.3 – MANDATORY TESTING

A Player who has committed a violation of the CFL/CFLPA Policy pursuant to Section 6.01 will be subject to mandatory testing by the Sample Collection Authority for a period of two (2) years following the Adverse Analytical Finding.

During that period, a Player may be tested up to a maximum of eight (8) times and will be subject to testing during the season and out-of season.

**5.04.4 – NO-NOTICE TESTING**

**5.04.4.1 IN-COMPETITION NO-NOTICE TESTING**

In-competition testing refers to Drug Tests that are conducted on a no-notice basis during the pre-Season, regular season and playoffs, at the conclusion of the game.

**5.04.4.2 OUT-OF COMPETITION NO-NOTICE TESTING**

Out-of-competition no-notice testing refers to Drug Tests that are conducted on a no-notice basis during the pre-Season, regular season and playoffs, at the conclusion of practices and/or training sessions.

**5.04.5 – SHORT-NOTICE TESTING**

**OUT-OF-COMPETITION SHORT-NOTICE TESTING**

Out-of-competition short-notice testing refers to Drug Tests that are conducted on a Short-Notice basis (24 hour notification) during the off-season, at a location agreed to by both parties (i.e. the sample collection officer and the player); and in relation to a Player who has committed a violation of the CFL/CFLPA Policy pursuant to Section 6.01, it shall also refer to drug tests that are conducted on a short-notice basis (24 hour notification) during the season at a location agreed to by both parties (i.e. Sample Collection Officer and the Player)

## **SECTION 6. VIOLATIONS**

### **6.01 – USAGE, REFUSAL TO COMPLY, AND TAMPERING VIOLATIONS**

#### **6.01.1 – USE OF A PERFORMANCE ENHANCING DRUG**

Use of a Performance Enhancing Drug is a violation of the CFL/CFLPA Policy.

#### **6.01.2 – REFUSAL TO COMPLY**

Refusing to submit to a drug test requested by the Sample Collection Authority pursuant to the provisions of the CFL/CFLPA Policy or otherwise evading sample collection is a violation of the CFL/CFLPA Policy each time such a request is refused or evaded.

A Player who refuses to submit to a drug test duly requested by the Sample Collection Authority, or otherwise evades such a test, may request a retroactive exemption from such test pursuant to Section 7.04.

#### **6.01.3 – TAMPERING OR ATTEMPTED TAMPERING**

Tampering, or attempting to tamper, with any part of the sample collection process is a violation of the CFL/CFLPA Policy.

### **6.02 – OTHER VIOLATIONS**

#### **6.02.1 – ADMINISTRATION**

Administration or attempted administration of a Performance Enhancing Drug to any Player, or assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving Use or Attempted Use or any other violation of the CFL/CFLPA Policy or any attempted violation, is a violation of the CFL/CFLPA Policy.

#### **6.02.2 – POSSESSION OR TRAFFICKING**

Conviction of a Player in Canada of a criminal offence for possession or trafficking of a Performance Enhancing Drug on the CFL Prohibited List is a violation of the CFL/CFLPA Policy.

## **SECTION 7. DISCIPLINARY ACTIONS**

### **7.01 – LABORATORY ANALYTICAL REPORTS**

Laboratory analytical reports will be prepared and sent by the WADA accredited Laboratory to the Sample Collection Authority, for every test conducted in the League. The Sample Collection Authority will only share these reports with the CFL and CFLPA at the end of the season, unless a report provides conclusive evidence of an Adverse Analytical Finding, in which case, the Sample Collection Authority will take the necessary and timely steps to inform the rightful parties, as per the provisions outlined in Section 4.02.

As per the Laboratory Standards, the WADA accredited Laboratory must share all Adverse Analytical Findings with WADA and the relevant International Federation.

### **7.02 – ADVERSE ANALYTICAL FINDINGS**

Excepting those drugs for which a quantitative reporting threshold is specifically identified in the Prohibited List, the detected presence of any quantity of a Performance Enhancing Drug, its Metabolites or Markers in a Player's sample shall result in an Adverse Analytical Finding.

The Prohibited List may establish special criteria for the evaluation of Performance Enhancing Drugs that can also be produced naturally within the body.

Adverse Analytical Findings reported by the accredited WADA Laboratory on drugs contained on the CFL Prohibited List will serve as prima facie evidence that a Player has used a Performance Enhancing Drug and violated the CFL/CFLPA Policy, unless a Player took reasonable steps to avoid using the Performance Enhancing Drug(s) in question and can provide sufficient supporting evidence during the appeal process outlined in Section 8.

### **7.03 – PLAYER VIOLATIONS FOR USAGE, REFUSAL TO COMPLY, OR TAMPERING**

A Player that has committed a violation of the CFL/CFLPA Policy pursuant to Section 6.01 will be disciplined according to the following:

1<sup>st</sup> Offence:

- a) the Player, the CFL Lawyer, and the CFLPA Lawyer will be informed of the violation;
- b) the Player will be subject to mandatory drug testing by the Sample Collection Authority as per the provisions outlined in Section 5.04.3 for a period of two (2) calendar years, following the violation; and

- c) the Player must participate in an assessment and clinical evaluation, to determine whether a counselling program<sup>1</sup> would be recommended, and participate in remedial education, within three (3) months of the violation and provide satisfactory evidence to the CFL Lawyer that this was completed within that period.

2<sup>nd</sup> Offence:

- a) the Player, the CFL Commissioner, the CFLPA President, the Team President, the Team Physician, the CFL Lawyer and the CFLPA Lawyer will be informed of the violation;
- b) the Player will be suspended by the CFL for three (3) regular season or playoff games commencing from the date the Player is notified of the violation;
- c) the Player may be subject to Drug Testing during the period of suspension;
- d) the Player will be subject to mandatory drug testing by the Sample Collection Authority as per the provisions outlined in Section 5.04.3 for a period of two (2) calendar years following the expiry of the period of suspension; and
- e) the Player must participate in an assessment and clinical evaluation, to determine whether a counselling program<sup>1</sup> would be recommended, and participate in additional remedial education within three (3) months of the formal notice handed down by the CFL and CFLPA and provide satisfactory evidence to the Team Physician, CFL Lawyer and CFLPA Lawyer that this was completed within that period.

3<sup>rd</sup> Offence:

- a) the Player, the CFL Commissioner, the CFLPA President, the Team President, Team Physician, the CFL Lawyer and the CFLPA Lawyer will be informed of the violation;
- b) the Player will be suspended by the CFL for a one year (calendar) period commencing from the date the Player is notified of the violation;
- c) the Player may be subject to Drug Testing during the period of suspension;
- d) the Player will be subject to mandatory drug testing by the Sample Collection Authority as per the provisions outlined in Section 5.04.3 for a period of two (2) calendar years following the expiry of the period of suspension;
- e) the Player must participate in an assessment and clinical evaluation, to determine whether a counselling program<sup>1</sup> would be recommended, and participate in additional remedial education within three (3) months of the formal notice handed down by the CFL and CFLPA and provide satisfactory evidence to the Team Physician, CFL Lawyer and CFLPA Lawyer that this was completed within that period; and

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<sup>1</sup> Any recommended or prescribed counselling program, while strongly recommended by the CFL and CFLPA, would be entirely voluntary on the part of the Player.



- f) the Player may be requested to participate in community service that is pre-approved by the CFL and CFLPA.

**4<sup>th</sup> Offence:**

The Player who violates the CFL/CFLPA Policy a fourth time during his career will receive a life-time suspension from the CFL and will be ineligible to participate in any activities held or organized by his team, any other team, or the CFL.

**7.04 – PLAYERS REFUSING TO SUBMIT TO A DRUG TEST**

A Player who refuses to submit to a drug test duly requested by the Sample Collection Authority, or otherwise evades such a test, may request a retroactive exemption from such test according to the following process:

1. the Player may first request a retroactive exemption from the CFLPA President and CFL Commissioner, which shall be granted only upon the mutual agreement of the CFLPA President and CFL Commissioner that the test was refused or evaded with compelling justification and under extraordinary circumstances;
2. if the CFLPA President and CFL Commissioner do not mutually agree to grant a retroactive exemption in any particular case, the Player may then request a retroactive exemption from the Arbitrator, provided that the request is accompanied by the written endorsement of the CFLPA President. The Arbitrator shall only grant a retroactive exemption where he finds that the test was refused or evaded with compelling justification and under extraordinary circumstances. The Arbitrator may consider any information that he deems to be relevant to his review, and his decision shall be final and binding. The Arbitrator shall communicate his decision in writing to the Player, the CFLPA Lawyer, and the CFL Lawyer within twenty-four (24) hours of completing his review.

If the CFLPA President and CFL Commissioner, or the Arbitrator, grants a retroactive exemption then (i) the Player will not be in violation of the policy for refusing or evading the test to which the request relates, and (ii) the Player shall be subject to one drug test at a time and date determined by the Sample Collection Authority, but not disclosed in advance to the Player, within six (6) months of the decision of the CFLPA President and CFL Commissioner, or the Arbitrator, as applicable.

If the Arbitrator refuses to grant a retroactive exemption following the review of a request submitted by a Player, then the Player shall pay \$500 to the CFL to be applied against the Arbitrator's fee to review and decide upon the Player's request.

If (i) the CFLPA President and CFL Commissioner refuse to grant a retroactive exemption and the Player does not duly request a retroactive exemption from the Arbitrator, or (ii) the Arbitrator refuses to grant a retroactive exemption, then the Player's refusal to submit to a drug test requested by the Sample Collection Authority pursuant to the provisions of the CFL/CFLPA Policy, or other evasion of sample collection, will remain a violation of the CFL/CFLPA Policy.

7.05 – SUSPENSION PROCEDURES

The CFL will notify the Player and his team (in accordance with Section 7.03 above) of the suspension. Such notification shall be made in writing to the Player.

During a suspension, the Player will not receive any pay, including pay for any playoff game that they miss because of their suspension.

Players who are suspended may not participate in any activities with either their team or within the CFL, with the exception of team practices without pay and at the sole discretion of the Player's CFL team.

Subject to any appeal, the suspension will begin on the date set in the CFL notification of suspension to the Player. A public statement regarding the suspension will only be made following the completion of the appeal process pursuant to the CFL/CFLPA Policy, or upon the election by the Player not to pursue such appeal process.

If there are fewer than the prescribed number of games remaining in the current season when the suspension begins, including any playoff games for which the Player's team qualifies, the suspension will continue into the next regular season.

7.06 – OTHER PLAYER VIOLATIONS

A Player that has committed a violation of the CFL/CFLPA Policy pursuant to Section 6.02 will be subject to discipline by the Commissioner pursuant to the provisions of the CFL Constitution and the Collective Bargaining Agreement between the CFL and CFLPA (the "CBA") in force at the time of such violation. All grievance procedures set out in the CBA shall be available to the Player in relation to discipline administered to such Player for a violation of the CFL/CFLPA Policy pursuant to Section 6.02.

7.07 – NON-PLAYER VIOLATIONS

The Commissioner shall have the power to fine in an amount not exceeding twenty-five thousand dollars (\$25,000), suspend, or fine and suspend any coach, league employee, team employee (excluding Players), official or team executive who commits a violation of the CFL/CFLPA Policy. The person fined or suspended may, within ten days, request in writing a hearing which will be held within seven days of such request, after which the Commissioner may vary the amount of the fine or term of the suspension acting in his sole discretion.

## **SECTION 8. RESULTS MANAGEMENT**

### **8.01 – DETERMINATION OF A PRESENCE IN SAMPLE VIOLATION ON A PLAYER**

The Sample Collection Authority will confirm with the CFL Lawyer and CFLPA Lawyer any Adverse Analytical Findings that are reported by the Laboratory, in cases where a Player has not been previously approved for a Therapeutic Use Exemption for a Prohibited Drugs and Methods.

Adverse Analytical Findings on Players that have previously violated the CFL/CFLPA Policy will also be reported to the CFL and CFLPA.

Such confirmations will be made in writing and will accompany a copy of the Certificate of Analysis within ten (10) days of the Sample Collection Authority receiving the Certificate from the Laboratory.

For the purpose of the CFL/CFLPA Policy, a Certificate of Analysis from an Accredited Laboratory is prima facie evidence of the test result and is proof of the statements contained in the certificate.

### **8.02 – INFORMING THE PLAYER OF AN ADVERSE ANALYTICAL FINDING**

Upon receiving notification of an Adverse Analytical Finding and a copy of the Laboratory Certificate of Analysis, the CFLPA Lawyer will have five (5) days to inform the Player and will document in the Player's file, the date and time the Player was notified of his Adverse Analytical Finding and shall advise the Player on the procedures and timelines for appealing the findings and/or requesting the examination and analysis of the "B" sample.

### **8.03 – DISPUTES**

Any dispute concerning the application, interpretation or administration of this CFL/CFLPA Policy shall be resolved exclusively and finally through the following procedures:

#### **8.03.1 – ARBITRATOR**

On or before May 1 in any given year, the CFL and CFLPA shall jointly appoint an independent arbitrator to preside over all appeals requested by a Player pursuant to the CFL/CFLPA Policy. Such appointment shall be for a period of three years commencing on June 6 and ending on June 5, provided that either the CFL or CFLPA, acting in their sole discretion, may unilaterally elect to terminate the appointment of an individual serving as the independent arbitrator upon sixty (60) days written notice to the other party. In the event of such early termination, the CFL and CFLPA shall jointly appoint another individual to act as the independent arbitrator pursuant to the CFL/CFLPA Policy.

In the event that the parties are unable to agree on the appointment of an independent arbitrator as provided for herein, then The Honourable Neil C. Wittmann, Chief Justice of the Court of Queen's Bench for Alberta, shall be directed to appoint an independent arbitrator on behalf of the

CFL and CFLPA, acting in his sole discretion but on terms of compensation acceptable to the CFL, acting reasonably.

The CFL and CFLPA agree that Richard H. McLaren shall be appointed as the independent arbitrator to preside over all appeals requested by a Player pursuant to the CFL/CFLPA Policy for the period commencing on the date of execution of the CFL/CFLPA Policy and ending on June 5, 2014.

#### **8.03.2 – PLAYER’S ’S RIGHT TO APPEAL**

Any Player who is notified by the CFL that he is subject to a suspension for violation of the terms of this CFL/CFLPA Policy, may appeal such discipline directly to the Arbitrator.

Any Player who is denied a Therapeutic Use Exemption by a Designated Medical Officer may appeal such decision directly to the Arbitrator.

A Player must indicate his desire to appeal in writing within seven (7) days of receiving notice from the CFL and CFLPA (in the case of a fine or suspension) or a Designated Medical Officer (in the case of a denial of an application for a Therapeutic Use Exemption). A Player will be given fifteen (15) days following submission of his notice of appeal to present to the Arbitrator his reasons for appealing the relevant decision. This shall be known as the appeal period.

Appeals made to the Arbitrator must also be accompanied with a \$500 Administrative Fee. In the event that a Player’s appeal is successful, the \$500 Administrative Fee shall be refunded.

A Player’s request to appeal a suspension or denial of a Therapeutic Use Exemption will not be considered until full payment of the Administrative Fee has been received by the Arbitrator. Such requests, including payment, must be made within the specified period of time.

The Arbitrator must inform the Player, the Commissioner of the CFL, the President of the CFLPA, the CFL Lawyer, and the CFLPA Lawyer in a timely manner, of the decision of a Player to appeal his suspension or denial of a Therapeutic Use Exemption.

#### **8.03.3 – “B” SAMPLE ANALYSIS**

Any Player who wishes to appeal or has already launched an appeal with the Arbitrator can request, at his expense, to have his B sample promptly analyzed by a WADA accredited Laboratory. Such requests must be made to the Arbitrator in writing when notifying the Arbitrator of his intent to appeal. The Arbitrator will, in turn, notify the Sample Collection Authority, CFL, and CFLPA of such request.

Any subsequent reports prepared by the Laboratory will be issued to the Sample Collection Authority, who in turn, will forward such reports to the CFL and the CFLPA. It can take up to ten (10) days for the accredited Laboratory to report on a Player’s B sample.

At the time a Player requests to have his B sample analyzed, a Player can also request to be present or to have a representative present at the accredited Laboratory for the opening of his B

sample. The Director of the accredited Laboratory will appoint a representative for the Player in the absence of such requests. The Arbitrator or his representative can also be present during the B sample opening. Individuals that are present at the accredited Laboratory during the B sample opening will be asked to verify the integrity and security of the sample at the time of opening.

Once notified of a Player's wish to have his B sample opened by the Arbitrator, the Sample Collection Authority will confirm a convenient date and time set by the Laboratory for the B sample opening with the CFL and CFLPA.

#### **8.03.4 – REQUEST FOR ADDITIONAL TIME TO PREPARE AN APPEAL**

No later than three (3) days before the end of the initial appeal period granted to the Player, the Player may request additional time from the Arbitrator, in order to prepare his or her appeal. Such requests must be made in writing to the Arbitrator. In doing so, the Player must provide the Arbitrator with reasons for requesting more time.

A Player may be given up to an additional thirty (30) days to finalize his or her appeal.

Any additional time granted to a Player by the Arbitrator must be communicated to the Player, the CFL Lawyer and the CFLPA Lawyer in a timely manner following the decision.

#### **8.03.5 – CONDUCT OF APPEALS BEFORE THE ARBITRATOR**

The Arbitrator will set the time and date of the appeals hearing and shall make it known to the Player. The appeals hearing should be set as soon as is reasonable after the Player's appeal period ends (e.g. within fifteen (15) days). A Player may be accompanied by counsel and present relevant evidence or testimony in support of his appeal.

The Arbitrator will make his decision known to the Player, to the Commissioner of the CFL and to the President of the CFLPA within seven (7) days after the hearing by way of a written report. The report of the Arbitrator will constitute a full, final and complete disposition of the appeal, including the issues argued on appeal by the Player, and which will be binding on all parties.

The Commissioner of the CFL and the President of the CFLPA has three (3) days to formally notify the Player, by written notice, of any resulting disciplinary action and the applicable dates being imposed, as a result of the decision of the Arbitrator.

Only the Commissioner of the CFL and the President of the CFLPA will be entitled to publicly comment on the decision of the Arbitrator.

#### **8.03.6 – EFFECT OF PENDENCY OF AN APPEAL**

A disciplinary action (including any requirement to participate in an assessment and clinical evaluation) that has been appealed by a Player, will not take effect until completion of the Player's appeal.

The pendency of an appeal shall not excuse a Player from compliance with any other aspect of this CFL/CFLPA Policy.

**8.03.7 – PROCEDURAL DISPUTES**

The Arbitrator shall have exclusive and final authority to resolve all issues affecting the presentation of appeals and the conduct of appeals, including the timing and location of the hearing, the timeliness of appeals, access to information, and the relevance of evidence.

All issues affecting the conduct of appeals that are known to either party to an appeal hearing must be resolved at least two (2) days prior to commencement of the appeal hearing.

**8.03.8 – COSTS**

The fees and expenses incurred by the Arbitrator shall be paid by the CFL.

The CFL and CFLPA shall be responsible to pay their own respective costs, including without limitation legal fees and expenses, for all matters relating to the CFL/CFLPA Policy including the conduct of appeals.

## **SECTION 9. REHABILITATION**

### **9.01 – PLAYER SUBSTANCE ABUSE COUNSELLING**

#### **9.01.1 – SUSPENDED PLAYER**

If a Player is suspended by the CFL pursuant to the terms of this CFL/CFLPA Policy, such Player must participate in an assessment and clinical evaluation, to determine whether a counselling program would be recommended. Such programs would be made available to the Player by the Substance Abuse Counselling Organization, in consultation with the CFLPA. The program would be tailored to meet the specific needs of the Player and may include, but is not limited to, the following:

- a) counselling from medical personnel or substance abuse experts;
- b) remedial education that provides various information including alternatives to the use of performance enhancing substances; and
- c) community service, including speaking to other Players or members of the public about the dangers of using Performance Enhancing Drugs in sport.

While the CFL and the CFLPA highly recommend that a player take advantage of the opportunity to receive counselling assistance, it is at the sole discretion of the player whether he chooses to avail himself of this service. Participation in counselling would be kept confidential by the Substance Abuse Counselling Organization.

#### **9.01.2 – PRIOR VOLUNTARY DISCLOSURE OF SUBSTANCE ABUSE**

A Player who voluntarily and in good faith admits to having a problem regarding the use of Performance Enhancing Drugs to the CFLPA President or CFLPA Lawyer, will be invited to participate in an assessment and clinical evaluation.

Players shall be protected from the offences which are outlined in the CFL/CFLPA Policy, prior to obtaining the assistance he needs, as long as that Player agrees to have his name divulged to the CFL Lawyer by the CFLPA President or CFLPA Lawyer, and is willing to participate and cover any additional expenses that may be associated with a treatment program that is recommended and prescribed by the Substance Abuse Counselling Organization.

A Player will become subject to mandatory testing once he has commenced a treatment program. That Player must remain drug-free during his treatment program or will be subject to the disciplinary actions outlined in Section 7.

If the Player continues to participate with his Team following his disclosure and throughout his treatment program, such a Player remains subject to doping control pursuant to the CFL/CFLPA Policy. If tested prior to commencing his treatment program, the Player will be protected from the relevant disciplinary actions that follow a violation of the CFL/CFLPA Policy.

## **APPENDICES**

### **APPENDIX A – GLOSSARY**

The words and expressions which appear in the glossary should be understood as they are defined for the use of the present anti-doping policy, unless contra-indicated by the applicable context.

**Adverse Analytical Finding:** A report from a World Anti-Doping Agency accredited Laboratory that, consistent with the International Standards for Laboratories or related Technical Documents, identifies in a sample the presence of a performance enhancing drug, metabolites or markers (including elevated quantities of endogenous substances – those substances capable of being produced by the body naturally) on the CFL Prohibited List or evidence of the use of a performance enhancing drug on the CFL Prohibited List.

**Arbitrator:** An individual jointly appointed by the CFL and CFLPA to adjudicate appeals requested by a Player pursuant to the CFL/CFLPA Policy.

**Attempt:** Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of a violation of the CFL/CFLPA Policy. Provided, however, there shall be no violation of the CFL/CFLPA Policy based solely on an attempt to commit a violation if the person renounces the attempt prior to it being discovered by a third party not involved in an attempt.

**Chaperone:** An official who is trained and authorized by the Sample Collection Authority to carry out specific duties including notification of the player selected for sample collection, accompanying and observing the player until arrival at the Drug Testing Station, and/or witnessing and verifying the provision of the sample where the training qualifies him/her to do so.

**Designated Medical Authority:** A medical professional jointly appointed by the CFL and CFLPA for the sole purpose of reviewing and deciding upon an application for a Therapeutic Use Exemption.

**Drug Testing:** The process including test distribution planning, sample collection and handling and laboratory analysis.

**Drug Testing Station:** The location where the sample collection session is conducted.

**Failure to Comply:** A failure to comply with the requirements of the performance enhancing drug policy.

**Marker:** A compound, group of compounds or biological parameters that indicates the use of a performance enhancing drug or method.

**Metabolite:** Any substance produced by a biotransformation process.

**No Advance Notice:** A drug test which takes place with no advance warning to the player and where the player is continuously chaperoned from the moment of notification through sample provision.

**Player:** For purposes of drug testing, any individual who is party to the terms of a CFL Standard Player Contract or a CFL Practice Roster Agreement, but shall not include:



- (i) A Player who has been listed on the CFL Retired Players List for nine months or longer;
- (ii) A Player who is listed on the CFL Suspension List for failing to attend at Training Camp at the commencement of the season; and
- (iii) A Player who is listed on the CFL Deferred List.

**Performance Enhancing Drug:** Any substance or method so described on the CFL Prohibited List.

**Public Disclose or Public Report:** To disseminate or distribute information to the general public or persons beyond those persons entitled to earlier notification in accordance with the CFL.

**Random Testing:** Selection of a player for testing where the players are selected on a random basis for drug testing during a game or a practice.

**Sample:** A urine or blood sample collected for the purposes of drug testing.

**Sample Collection Authority:** An independent organization contracted by the CFL and CFLPA to conduct any part of the sample collection process.

**Sample Collection Officer:** An official who has been trained and authorized by the Sample Collection Authority with delegated responsibility for the on-site management of a sample collection session.

**Sample Collection Personnel:** A collective term for qualified officials authorized by the Sample Collection Authority who may carry out or assist with duties during the Sample Collection Session, especially Chaperones and Sample Collection Officers.

**Sample Collection Session:** All of the sequential activities that directly involve the player from notification until the Player leaves the Drug Testing Station after having provided the Sample(s).

**Target Testing:** Selection of Players for testing where a specific Player or Players are selected on a non-random basis for drug testing at a specified time.

**Therapeutic:** Of or relating to the treatment of a medical condition by remedial agents or methods; or providing or assisting in a cure.

**Use:** The application, ingestion, injection or consumption by any means whatsoever of any performance enhancing drug or method.

**APPENDIX B – SAMPLE COLLECTION PROCESS**

1. Upon reporting to the Drug Testing Station following his notification to provide a Sample, the selected Player may be asked to provide photo identification.

Note: Once notified for doping control, a Player will be chaperoned until and after he reports to the Drug Testing Station or given a specified time to report to the Drug Testing Station.

2. The Player will be handed a form and asked to complete it prior to reporting to the Drug Testing Station or he will be required to provide the Sample Collection Officer with any relevant information upon arrival to the Drug Testing Station.
3. Once the Player is ready to provide his sample, he will be asked to choose a sealed urine collection vessel from an available selection and to verify that the container has remained intact and has not been damaged.
4. The Player will open the sealed container once he reaches the toilet and will be asked to provide a specific minimum amount of urine while being observed by a member of the Sample Collection Personnel.

Note: When providing a Sample, the Witnessing Officer must have an unobstructed view of the passing of the urine from the Player. In order to accomplish this, the Player will be asked to lower his trousers to his mid thighs and lift his sweater to his mid chest.

5. The Player will return to the Drug Testing Station with his Sample, where he will be asked to divide his Sample by pouring it into two separate "A" and "B" bottles, which he will have chosen as part of a kit, in advance.

Note: Once the Player is asked to close the bottles, his Sample will have been sealed, secured and identified with a unique sample code number that is engraved on the bottles.

6. Before being excused from the Drug Testing Station, the Player will be asked to sign the form used to record the sample code number, the time his sample was sealed, the date of the Sample Collection Process, as well as personal information of the Player.
7. Following the Sample Collection Process, the Sample/s collected by the Sample Collection Officer/s will be placed in a transportation bag and their sample code number/s recorded on a Chain of Custody Form. The Sample/s as well as a copy of the Form will be forwarded to the testing laboratory.

Note: At no time during and after the Sample Collection Process or through the documentation provided, will the name of the Player be shared or provided to the testing laboratory. The sample code number, which appears on the bottles used to secure the Player's Sample, will be used to associate the Player to his Sample.

**APPENDIX C – ANNUAL TESTING FREQUENCY**

<b>SEASON</b>	<b>Annual % of Players Tested*</b> <i>* Excluding mandatory tests and target testing required under the CFL/CFLPA Policy, which shall be additional</i>
<b>2011-12</b>	<b>25</b>
<b>2012-13</b>	<b>30</b>
<b>2013-14 and future years</b>	<b>35</b>

**APPENDIX D – CFL PROHIBITED LIST**

**Performance-Enhancing Drugs, Stimulants and Masking Agents**

acetazolamide	etilamphetamine	modafinil
adrafinil	etilefrine	nandrolone
adrenaline	famprofazone	nikethamide
amfepramone	fenbutrazate	norandrostenedione
amiloride	fencamfamin	norandrostenediol
amiphenazole	fencamine	norboletone
amphetamine	fentanyl	norclostebol
amphetaminil	fenfluramine	norethandrolone
androstendiol	fenproporex	norfenefrine
androstendione	fluoxymesterone	norfenfluramine
benzphetamine	formebolone	octopamine
bolandiol	fulvestrant	ortetamine
bolasterone	furosemide	oxabolone
boldenone	furazabol	oxandrolone
boldione	furfenorex	oxilofrine
bromantan	gestrinone	oxymesterone
bumetanide	heptaminol	oxymetholone
calusterone	hydroxytestosterone	pemoline
canrenone	human growth hormone	pentetrazol
carphedon	indapamide	phendimetrazine
cathine	isometheptene	phenmetrazine
chlorothalidone	meclofenoxate	phenpromethamine
clenbuterol	mefenorex	phentermine
clobenzorex	mephentermine	propylhexedrine
clomiphene	mesocarb	prolintane
clostebol	mestanolone	probenecid
cropropamide	mesterolone	prostanazol
crotetamide	metolazone	quinbolone
cyclazodone	metenolone	selegiline
cyclofenil	methamphetamine	sibutramine
danazol	methandienone	spironolactone
dehydrochlormethyltestosterone	methandriol	stanozolol
dehydroepiandrosterone (DHEA)	methasterone	stenbolone
desoxymethyltestosterone	methylamphetamine	strychnine
dihydrotestosterone	methyldienolone	testosterone
dimethylamphetamine	methylenedioxyamphetamine	tetrahydrogestrinone
drostanolone	methylephedrine	tibolone
ephedrine with a threshold of 5 µg/ml (micrograms/milliliter) or more	methyl-1-testosterone	thiazides
epitestosterone	methylphenidate	trenbolone
etacrynic acid	methylnortestosterone	triamterene
etamivan	methyltrienolone	zeranol
ethylestrenol	methyltestosterone	zilpaterol
	mibolerone	



**TAB C**

## **Appendix “C”**

### **List of Arbitrators**

1. Mr. Chief Justice Neil Wittmann (West)
2. Mr. William Kaplan (East)
3. David Russell Percy (West)
4. Mr. Kevin Burkett (East)

**TAB D**



## 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