

**AUSTRALIAN FOOTBALL LEAGUE
AUSTRALIAN FOOTBALL LEAGUE PLAYERS'
ASSOCIATION**

Collective Bargaining Agreement

1993

THIS Agreement is made on the 21st day of December 1993

BETWEEN:

Adelaide Football Club Ltd
Brisbane Bears Football Club Pty Ltd
Carlton Football Club Ltd
Collingwood Football Club Ltd
Essendon Football Club Ltd
Fitzroy Football Club Ltd
Footscray Football Club Ltd
Geelong Football Club Ltd
Hawthorn Football Club Ltd
Melbourne Football Club Ltd
North Melbourne Football Club Ltd
Richmond Football Club Ltd
St Kilda Football Club Ltd
Sydney Australian Football Club Pty Ltd (Sydney Swans)
Indian Pacific Ltd (West Coast Eagles)

("the AFL Clubs")

AND

Australian Football League Players Association
incorporated under the Associations Incorporation Act and
has its registered office at

("the AFLPA")

INTRODUCTION

A. The AFLPA as agent for a number of football players involved in the Australian Football League competition ("the AFL competition") served logs of claims upon each of the AFL Clubs and notified the existence of an industrial dispute to the Australian Industrial Relations Commission ("the Commission") between the various football players and each of the AFL Clubs.

B. On 1 March 1993, Mr Deputy President Polites of the Commission in proceedings C No. 30265 of 1993 made a finding of an industrial dispute between the AFL Clubs and various nominated football players ("the dispute finding").

C. The AFL Clubs and the AFLPA have entered into negotiations in relation to matters set out in the AFLPA log of claims.

D. The AFL Clubs and the AFLPA have reached an agreement in the form of a Agreement, the terms and conditions of which are set out below. The Agreement is intended by the parties to be legally enforceable as a common law agreement.

IT IS AGREED AS FOLLOWS:


1. The minimum terms and conditions of employment set out in the attached Schedule A have been agreed by the parties and will be applied by each of the AFL Clubs to all players contracted to or who subsequently become contracted to that AFL Club within the period specified in the Schedule.
2. (a) The AFL Clubs agree to recognise:
 - (i) the AFLPA as the exclusive bargaining agent of the AFL Players for the purposes of this Agreement.
 - (ii) the right but not obligation of individual AFL players to choose their own bargaining agent to negotiate contracts of employment.
- (b) The AFLPA agrees that an AFL Club may negotiate individual contracts with its players.
3. The parties agree that where any inconsistency arises between the provisions of Schedule A and any provision of an employment contract with an individual player, the provision of the individual player's contract shall prevail provided always that an individual player's contract in his and the AFL Club's opinion is not less beneficial than the provisions of the Schedule A taking the contract and the Schedule as a whole.
4. In consideration of 1, 2 and 3, the AFLPA and each and every AFL player it represents agrees that it and/or the AFL players will not individually or collectively seek from an industrial tribunal the making of an award covering any of the AFL Clubs relating to the terms and conditions of employment of players involved in the AFL competition or any successor competition provided that any such agreement shall be of no effect if the AFLPA and/or the AFL players reasonably believe that the AFL Clubs or an AFL Club has not or is not complying with the terms or a term of this Agreement. Provided further that the AFL Clubs or an AFL Club must be given written notice of such a breach.
5. It is further agreed that this Agreement is to be legally enforceable by the AFLPA as party principal only where a player authorises the AFLPA to seek its enforcement on his behalf. Further, the damages in respect of any breach which may be sued for by the AFLPA on behalf of the player shall be deemed to be the damages actually suffered by the player notwithstanding that the AFLPA, itself may have suffered no damage.

6. In the event that during the term of the Agreement, its terms, or any term or any clause or clauses of the Schedules are significantly affected, impaired or impeded in their operation by external changes (such changes to the operation, structure or rules of the AFL), the parties agree to renegotiate the relevantly affected term or terms or clause or clauses in good faith with a view to continuing the effective operation of the Agreement. In the event that such renegotiations fail to result in agreement, either party may seek to have the matter resolved by the grievance tribunal whose decision shall be final and binding on all parties.


7. In the event that a club party to this Agreement has its license to field a team in the AFL Competition revoked, or transfers or transmits such license in any way whatsoever, the Agreement shall bind any successor to or transmittee of the said license.

8. The AFL Clubs agree that they will use their best endeavours and will do all things necessary to ensure compliance with the terms and conditions of this Agreement.

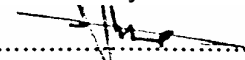
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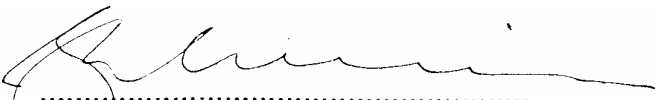
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authorized by Adelaide Football Club Ltd

For and
authorised by

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For and on behalf of and
authorised by Brisbane Bears Football Club Pty Ltd


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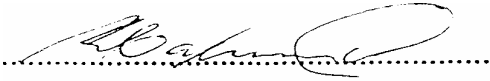
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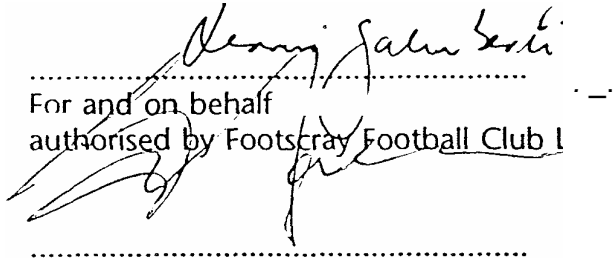
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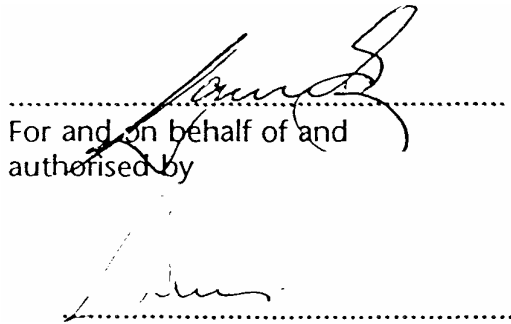


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For and on behalf
authorised by Footscray Football Club Ltd

For and on behalf of and authorised by Geelong Football Club Ltd



For and on behalf of and
authorised by

For and on behalf of and authorized by Hawthorn Football Club Ltd

For and on behalf of and authorised by Melbourne Football Club Ltd



For and on behalf of and authorised by North Melbourne Football Club Ltd

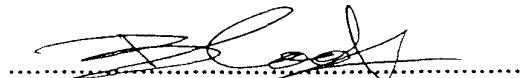
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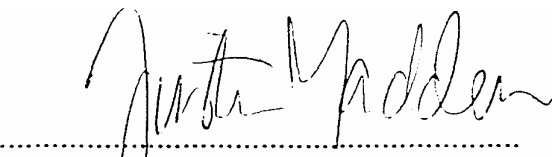


For and on behalf of and authorised by St Kilda Football Club Ltd

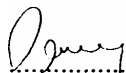

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For and on behalf of and authorised by Sydney Australian Football Club Pty Ltd (Sydney Swans)



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For and on behalf of and
authorised by Indian Pacific Ltd (West
Coast Eagles)


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President AFLPA
For and on behalf of and authorised by
AFLPA


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Vice President – AFLPA
For and on behalf of and authorised by AFLPA


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Executive Director – AFLPA
For and on behalf of and authorised by AFLPA

SCHEDULE A
Minimum Terms and Conditions of Employment
for AFL Football Players

1. Definitions

For the purpose of this Schedule, unless a contrary intention appears:

"AFL" means the Australian Football League/ being a company incorporated in Victoria.

"AFL football season" means the period from the date of the first game of the AFL competition to the date of the Grand Final or the date of any subsequent AFL approved game.

"AFLPA" means the Australian Football League Players' Association Incorporated.

"Australian Rules Football" means the football game defined in the "Laws of the Game" published by the National Australian Football Council.

"Game" means a pre-season practice game, Fosters Cup game or its successor and an AFL Finals game, VSFL (or the relevant state equivalent) Finals game or home and away AFL or VSFL (or the relevant state equivalent) game for premiership points."

For the purpose of the injury clause an injury/illness incurred in AFL practice game or Fosters Cup game which caused a player to miss a home and away game for premiership points would result in the player receiving a senior game payment, and an injury/illness caused in a VSFL practice game would attract a VSFL payment for any home and away games missed through injury up to the limits referred to in Clause 6(a) (i) and (ii).

"Grievance Tribunal" means a tribunal established pursuant to this Agreement and which, by the terms of this Agreement is empowered to conciliate and, if necessary determine by binding arbitration in accordance with the Commercial Arbitration Act 1984, disputes arising out of the operation or interpretation of this Agreement. The Grievance Tribunal shall be constituted by a person or persons as appointed by agreement between the AFLPA and member clubs.

"Medical Costs" means all reasonable hospital, medical, surgical, drug, rehabilitation or like expenses incurred by the player (including ambulance expenses) not otherwise recovered by the player pursuant to a health insurance policy.

"Player" means a player of Australian Football Rules Football who is or becomes contracted with a Club listed in Clause 2 and is or becomes listed with the AFL as a player with that Club.

2. Application

The provisions of this Schedule shall be applied by each of the AFL Clubs listed below to each and every player employed by that AFL Club:

Adelaide Football Club Ltd
Brisbane Bears Football Club Pty Ltd
Carlton Football Club Ltd
Collingwood Football Club Ltd
Essendon Football Club Ltd
Fitzroy Football Club Ltd
Footscray Football Club Ltd
Geelong Football Club Ltd
Hawthorn Football Club Ltd
Melbourne Football Club Ltd
North Melbourne Football Club Ltd
Richmond Football Club Ltd
St Kilda Football Club Ltd
Sydney Australian Football Club Pty Ltd (Sydney Swans)
Indian Pacific Ltd (West Coast Eagles)

3. Minimum Payment

(a) An AFL Club shall pay each player it employs:

- (i) a minimum base salary calculated at the rate of \$7/500.00 per annum ("base salary"), and
- (ii) a minimum game payment of \$750.00 per premiership season game played in the AFL premiership season (not Fosters Cup) competition and \$250.00 per game played in the VSFL competition or State equivalent ("game payments").

(b) The payments set out in (a) and (b) above will be reviewed annually to take account of movements in the Consumer Price Index.

(c) The base salary payable under sub-clause (a) shall/ subject to mutual written agreement between the player and the Club, be reduced by:

- (i) the value of the board and lodging provided by or on behalf of the AFL Club to the player;
- (ii) the amount paid by an AFL Club for the provision of the health insurance benefit under Clause 10, and
- (iii) the value of any other benefit provided by or on behalf of the AFL Club to the player.

4. Payment of Remuneration

(a) A player who is not paid in excess of the minimum base salary and game payments applicable shall be paid at the times and in the manner set out below on the following basis:

(i) Base minimum salary on the last business day of each month in 8 equal instalments commencing in April and ceasing in November;

(ii) game payments for the first ten games actually played (listed on official team sheet) up to May 31st - by 7th July; and

(iii) game payments for the remaining games played in the season by 30 November.

(b) All other players shall be paid at the times and in the manner set out below:

(i) 50% of base salary on the last business day of each month in 8 equal instalments commencing in April and ceasing in November;

(ii) 50% of game payments for the first ten games actually played (listed on official team sheet) up to May 31st - by 7 July; and

(iii) the balance of base salary and games payments for the remaining games played in the season by 30 November.

5. Option Clause

(a) A Club shall, in respect of a first year player in the AFL competition with the Club with a one year contract, be entitled to elect to renew such one year contract at the expiration of that contract for a further one year period on the same terms provided that:

(i) the base salary and game payments in the renewed contract shall be at 110% of the amounts specified in the expired contract;

(ii) the option clause is excluded.

(b) A Club shall, in respect of a player who was relocated from interstate to the Club to play football for the Club and has a one year contract with that Club, be entitled to elect to renew such one year contract at the expiration of that contract for a further one year period provided that:

(i) the base salary and game payments in the renewed contract shall be at 110% of the amounts specified in the expired contract;

(ii) the option clause is excluded.

(c) Provided that clause 5 (a) and (b) shall not apply to any player who, at the time of the making of this Agreement is presently bound by a contract which does not contain an option clause, for the life of that contract.

6. Injury/Illness Payments

(a) A player who suffers an injury and/or illness caused by playing football in a game at official training sessions or attending official club duties at the direction of the Club provided a player does not act in a negligent manner and is unfit to play, by reason of such injury and/or illness in a

game or games in the AFL Competition shall in any one season be paid the following:

(i) 100% of game payments at the rate for the competition in which the injury/illness was suffered or at the rate of the last game played immediately prior to the injury or illness for a maximum of 10 games he is unfit to play in;

(ii) and thereafter 50% game payments for a maximum of 10 games he is unfit to play in.

(b) Provided that should a player who is in receipt of the benefits of sub-clause (a) be unfit to play in the following season by reason of an injury/illness suffered in the previous season, the residual of any entitlement otherwise due under sub-clause (a) shall be carried over to the following season provided the said player is still listed with the AFL Club he was listed with at the time of the injury.

(c) Any dispute over whether an injury/illness is football related shall be referred to an independent medical practitioner appointed by the Grievance Tribunal for medical assessment.

(d) It is a condition of payment of the benefits of this clause that a player uses his best endeavours to rehabilitate himself and return to playing fitness as soon as possible and observe all reasonable directions by the Club in relation thereto.

(e) A player injured in one season and who is delisted but would otherwise be entitled to the benefits of sub-clause (a), will be entitled to be reimbursed reasonable medical costs in respect of the illness or injury for a period not exceeding 26 weeks in total provided that the player;

(i) sustained injury or illness as set out in (a) above;

(ii) has (insofar as is reasonably practicable) brought the existence of the injury to the attention of the AFL Club prior to the player being delisted; and

(iii) maintains regular consultation, with the AFL Club which previously employed him, necessary to maintain health insurance cover for the relevant period.

7. Termination Payment

(a) If a player's employment is terminated by an AFL Club or he is delisted by the AFL Club,

(i) between the November draft and the March draft, he shall be paid an amount equivalent to 45% of the base salary and 45% of 20 game payments calculated for the whole of the next season at the rate applicable for games to be played in the forthcoming

VSFL competition or state equivalent.

(ii) between the March draft and the November draft but prior to the end of the AFL season he shall be paid the base salary for the period remaining to 31 December of that year and an amount equivalent to game payments for the remaining number of games in the season, such game payments calculated at the rate applicable for games played in the VSFL competition or state equivalent. If such player has one or more years of his contract to run, he will also be entitled to be paid an amount equivalent to 3/12ths of the base salary provided for in the contract for the next year such payment to be made when player is deleted from list.

(iii) prior to the November draft but after the finish of the AFL football season, and the player has one or more years of his contract to run he will be entitled to be paid an amount equivalent to 3/12ths of his base salary provided for in the contract for the next year.

(b) If a player, to whom subclause (a) applies is redrafted in the March draft, the AFL Club to which the player was previously listed may apply to the Grievance Tribunal to seek to reduce the level of payments the player would otherwise be entitled to under subclause (a). In considering such application/ the Grievance Tribunal shall take into account the levels of remuneration the player was and is entitled to under his previous contract. A key principle in the Tribunal's consideration being a player should not be unjustly enriched in the process and the Tribunal shall take account of the average annual payments over the full duration of the players' new contract.

(c) A player, who is listed with an AFL Club but not contracted to that AFL Club and who is unfit to play as a result of an injury and/or illness (as defined under sub-clause 6(a)) will be entitled to be reimbursed reasonable medical costs in respect of such illness or injury for a period not exceeding 26 weeks provided that the player maintains regular consultation, with the AFL Club which previously employed him, necessary to maintain health insurance cover for the relevant period.

(d) The provisions of this clause shall not apply to a player:

(i) who is involved in a pre-draft transfer between AFL Clubs which results in a transfer and such player is relisted with the new Club at the relevant draft

(ii) who has retired.

(iii) who has his contract terminated as a result of serious and willful misconduct by the player, which shall include but not be limited to, default by the player in respect of their contract.

8. Annual Leave

(a) A player shall be allowed a minimum period of leave, from all employment obligations with his Club, of 4 weeks commencing from the date of the last official AFL game contested by that Club.

(b) An additional 2 week period of leave will be allowed to a player at a time/s agreed

between the player and the AFL Club, save that if no agreement is reached, the 2 weeks leave shall be the last 2 weeks of November.

(c) Notwithstanding subclause (a) and (b), players will be required by the Club to attend the Club Best and Fairest presentation and a Pre-Season training meeting should they fall within a leave period.

(d) Payment for the period/s of leave provided for in subclauses (a) and (b) shall be taken to have been made by payment by the AFL Club of the base salary in accordance with subclause 2(a), as such there shall be no additional amount paid for or during annual leave.

9. Length of Season

A player shall not be required to participate in pre-season games held earlier than two clear weekends prior to the Fosters Cup Competition (or its equivalent) or 1 February whichever is the earlier.

10. Insurance for Loss of Non-Football Earnings

An AFL Club shall ensure that insurance cover for up to \$250.00 per week for a maximum period of a year for loss of non-football earnings for each player at no cost to the player.

11. Payment of Health Insurance

Subject to subclause 3(c), an AFL Club shall provide to each player it contracts with full health insurance (medical benefits), which shall form part of the players base payment as scheduled for salary cap purposes.

12. Grievance Procedure

Upon any dispute or matter involving a player and an AFL Club arising out or in respect only of the provisions of the Agreement or this Schedule/ the procedure set out below shall apply.

(i) a player shall raise the dispute or matter with the football manager of the AFL Club or the football manager of the Club shall raise the dispute or matter with the player whichever is applicable;

(ii) if the matter remains unresolved within 7 days either party may refer the dispute or matter to the general manager of the AFL Club or to the player or his authorised representative/ whichever is applicable;

(iii) failing resolution after 7 days/ either party may refer the matter to the Grievance Tribunal which may, seek to conciliate the issue with the parties prior to determining the dispute or matter.

(iv) the Grievance Tribunal must, upon such a reference, notify the AFLPA and the

AFLPA shall have a right to be heard in respect of the matter;

(v) the Grievance Tribunal shall have power to determine its own procedure.

13. Right of Entry/Meetings

An AFLPA representative is entitled to reasonable access to interview players of an AFL Club on club premises provided that:

- (a) reasonable notice is given; and
- (b) training or other club functions are not disrupted or interfered with in any way.

But provided that the Club must in good faith, facilitate such access.

14. Workplace Health and Safety

The AFL Clubs acknowledge their obligation under the applicable Occupational Health and Safety Act or its equivalent to provide, so far as practicable, a safe working environment.

15. Notice Board

The AFLPA will be granted reasonable access to place relevant material/s on an existing notice board provided by the Club and placed in a prominent and appropriate location at the Club.

16. Collection of AFLPA Membership Dues

- (a) Subject to sub-clause (b) and to that extent only/ an AFL Club shall deduct annual AFLPA membership dues from all player's salaries/game payments and shall forward payment in full to the AFLPA on or before 31 May of each year.
- (b) The AFLPA shall provide an AFL Club with an individual deduction authority form from each player authorising the Club to deduct AFLPA membership dues.

17. Inconsistency with an Individual Player Contract

Where any inconsistency arises between the provisions of Schedule A and any provision of an employment contract with an individual player, the provision of the individual player's contract shall prevail provided always that an individual player's contract in his and the AFL Club's opinion is not less beneficial than the provisions of the Schedule A taking the contract and the Schedule as a whole.

18. Football Payments

AFL Players and AFL Clubs shall ensure that all "football payments" as defined in the AFL Player Rules are correctly recorded or referred to in sufficient detail in any playing contract referred to herein.

19. Period of Operation

The terms of this Schedule shall operate for a period of 2 years commencing from 1/1/94 save and except for the provisions of Clause 16 which shall operate from the date of signing the Agreement. In addition, it is a term of this Agreement that the AFLPA will not make any extra claims on the Clubs for the period of this Agreement which seek to vary in anyway whatsoever the provisions of this Agreement.

20. Governing Law

Any dispute arising out of the operation or interpretation of the Agreement, or any claims for breach howsoever arising, shall be decided in accordance with laws in the State the contract is in force.