

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

Collective Bargaining Agreement

1995 - 1998

AGREEMENT made at Melbourne on 6th November 1995

BETWEEN

AUSTRALIAN FOOTBALL LEAGUE (ACN 004 155 211), MCG, Brunton Avenue, Jolimont in the State of Victoria (the "AFL")

AND

AUSTRALIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION INC
incorporated under the Associations Incorporation Act and has its registered office at Suite 31, 456 St Kilda Road. Melbourne in the said State (the "AFLPA")

RECITALS

- A The AFL is the controlling body of the national competition between AFL Clubs (the "AFL Competition").
- B The AFL, as the controlling body, has the power to bind the AFL Clubs to this Agreement
- C The AFLPA is the representative body of the players participating in the AFL Competition
- D The AFLPA has the authority to bind its members who are players participating in the AFL Competition to this Agreement.
- E On or about the 21st day of December 1993, the AFLPA entered into an agreement with the then AFL Clubs in relation to (he terms and conditions of employment of players in the AFL Competition.
- F The AFL desires to enter into a further agreement with the AFLPA in relation to the matters contained in the earlier agreement and other matters as hereinafter set out-
- G The AFLPA has agreed with the AFL as follows.

THE PARTIES AGREE:

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 the AFL for the period of operation specified in Schedule A to all players employed by an AFL Club.
2. The AFL agrees to recognise:
 - (a) the AFLPA as the exclusive bargaining agent of the AFL players;
 - (b) the right but not obligation of individual AFL players to choose their own bargaining agent to negotiate individual contracts of employment.

The AFLPA agrees that an AFL Club may negotiate individual contracts with its players PROVIDED THAT all contracts for players participating in the AFL Competition shall be in the form agreed between the AFL and AFLPA from time to time.

3. The parties agree that the minimum terms and conditions of employment set out in the attached Schedule A shall apply to and be incorporated into any existing or future employment contract between the AFL, an AFL Club and a player. The provisions of this Agreement shall have primacy over any inconsistent provision in an individual player contract save that such a contract may contain benefits inconsistent with this Agreement only to the extent that such benefits to a player are greater than the minimum set out in schedule A.

4. The AFL agrees that any player who nominates for inclusion in any Draft Selection Meeting without specifying the Football Payments he requires or who nominates Football Payments less than the minimum payments set out in the attached Schedule A and who is selected at a Draft Selection Meeting shall be entitled to Football Payments from the AFL Club which selects him in accordance with the minimum terms and conditions of employment set out in the attached Schedule A.

5. In consideration of 1, 2, 3 and 4 above:

(a) the AFLPA in its own right and on behalf of each and every player it represents agrees not to seek from an industrial tribunal the making of an award covering the AFL or any of the AFL Clubs relating to those terms and conditions of employment of players involved in the AFL Competition or any successor competition. Provided that such agreement shall be of no effect if the AFL does not comply with a fundamental term or terms of this Agreement, subject to the AFLPA first giving to the AFL 28 days notice of any alleged failure to comply with a fundamental term or terms of this Agreement and where the same continues after the said period of 28 days. Where the AFLPA reasonably believes that an AFL Club is not complying with the terms of this Agreement, the AFLPA shall give the AFL 28 days notice of such alleged non-compliance and the AFL shall use its best endeavours to ensure compliance by the AFL Club with the terms of this Agreement within the 28 days;

(b) subject only to the proviso contained in the second sentence of sub-clause (a) the AFLPA and each and every player it represents will not during the operation of this Agreement make any extra claims on the AFL or the AFL Clubs in respect of the matters dealt with by this Agreement; and

(c) the AFLPA agrees in respect of the players it represents, the AFL may use such player's name, photograph, likeness, reputation and identify for promotional purposes and advertising the game of football and the business and undertaking of the AFL provided that the AFL has obtained the consent of any such player or players. The non-exclusive rights given by each such player to the AFL shall include the right to use and utilise each player's name, photograph, likeness, reputation and identity for commercial purposes, including but limited to licensing, endorsements, advertising, promotions, merchandising, memorabilia, events and marketing. An AFL player shall not unreasonably refuse his consent to any request by the AFL for use of such player's name, photograph, likeness, reputation and identity in accordance with this clause and the AFL shall not be prevented from using or utilising the name, photograph, likeness, reputation and identity of any player who has unreasonably refused his consent. It is further agreed between the AFLPA and the AFL that the AFLPA shall use its best endeavours to provide a consent under this clause on behalf of any player

it represents. In the event that the AFL requests the consent of any player, either directly or through the AFLPA, under this clause and where such player or the AFLPA does not refuse consent within 14 days of the date of such request, such consent shall be deemed to have been given.

6 Subject to Clause 7 hereof, the AFLPA and each and every AFL player it represents agrees that each such player may exercise his collateral right or allow or authorise any other person, corporation or entity to use his name, photograph, likeness, reputation and identity for commercial purposes including but not limited to licensing, endorsements, advertising, promotions, merchandising, memorabilia, events and .marketing provided that the AFLPA shall use its best endeavours to ensure that the player:

(a) obtains the prior consent and endorsement of the AFLPA in each case;

(b) shall not in any case exercise such right where to do so would conflict with or in any manner prejudice the name, reputation, image, products or services of any sponsor of the AFL determined by the AFL from time to time to be a major sponsor- The parties acknowledge that the major sponsors of the AFL at the date of execution of this Agreement are:

- Coca Cola
- Ansett Australia
- Carlton United Breweries
- Challenge Bank
- Norwich Insurance
- Hungry Jacks
- Channel 7;

(c) shall not in any case exercise such right where to do so would be prejudicial to the interests of the AFL or which may bring the game of Australian Football into disrepute;

(d) shall not in any case exercise such right where to do so would conflict with or in any manner prejudice the name, reputation, image, products or services of any major sponsor of an AFL Club. The parties acknowledge that the major sponsors of the AFL Clubs at the date of execution of this Agreement are:

| | |
|-----------------|-------------------|
| Adelaide | Toyota |
| Brisbane | CUB and Coca Cola |
| Carlton | Hyundai |
| Collingwood | Spicers Paper |
| Essendon | TAC |
| Fitzroy | QUIT |
| Footscray | ICI |
| Fremantle | Yakka |
| Geelong | Ford |
| Hawthorn | MBF |
| Melbourne | Tooheys |
| North Melbourne | NZI Insurance |
| Richmond | TAC |

| | |
|-------------------|-----------------------|
| St Kilda | Tooheys |
| Sydney | QBE Insurance |
| West Coast Eagles | SGIO and Hungry Jacks |

The parties acknowledge that for the purposes of this clause 6(d) each AFL Club may nominate from time to time up to two persons, corporations or entities to be its major sponsors.

Provided that if a player has an existing commercial agreement or arrangement with a corporation or business which is or may be in commercial conflict with a major sponsor of an AFL Club or the AFL or any new major sponsor of an AFL Club or the AFL, the commercial agreement or arrangement to which the player is a party shall not be affected in any way by this Agreement for the term of such agreement or arrangement- Any such agreement or arrangement shall not be renewed or re-negotiated during the period of operation of this Agreement between the AFL and the AFLPA save where the major sponsor of the player's AFL Club or the AFL as the case may be, has been given the right of first refusal in relation to such renewal or re-negotiation and has declined to match the offer of renewal or re-negotiation.

The parties acknowledge that at the date of execution of this Agreement, the AFLPA has existing sponsorship agreements or arrangements with Bewick Enterprises, Channel Nine, Comnet Marketing, Fair Tackle Clothing, Schweppes/Sport Plus and Speedo Swimwear. The AFL agrees that the restrictions set out in this Clause 6 shall not apply to the extent that to do so would prejudice or procure the AFLPA to breach its said sponsorship agreements with Bewick Enterprises, Channel Nine, Comnet Marketing, Fair Tackle Clothing, Schweppes/Sport Plus and Speedo Swimwear. The AFLPA agrees with the AFL that it will not renew or seek any further sponsorship agreements for the period of this Agreement save and except with the consent of the AFL which consent will not be unreasonably withheld.

7. Subject to Clause 8 hereof, the AFL agrees to pay to the AFLPA each year during the period of operation of this Agreement, the greater of:

- (a) 60% of all royalties derived by the AFL from player cards (which for the purposes of this Agreement includes swap cards, stickers, pogs, display cards and poster cards) licensed by the AFL utilising the intellectual property of the AFL and the name, photograph, likeness, reputation and identity of AFL players represented by the AFLPA; or
- (b) The sum of \$600,000.00 in 1996, \$650,000.00 in 1997 and \$700,000.00 in 1998.

In consideration thereof, the AFLPA agrees not to use or to allow or authorise any other person, corporation or entity to use the name, photograph, likeness, reputation and identity of any AFL player represented by the AFLPA in or in relation to or connected with any player cards. The AFLPA shall further use its best endeavours to ensure that every AFL player it represents, does not use or allow or authorise any other person, corporation or entity to use the name, photograph, likeness, reputation and identity of any AFL player in or in relation to or connected with any player cards.

8. The AFLPA shall apply all amounts paid to it by the AFL in accordance with

Clause 7, in the manner determined by the AFLPA Executive Committee from time to time, or failing such determination as follows:

- (a) 20% thereof shall be retained by the AFLPA to defray its administration costs of complying with and carrying out the provisions on its part to be observed and performed under this Agreement;
- (b) 40% thereof shall be paid to the players featured in the licensed AFL player cards; and
- (c) 40% thereof shall be paid to a Second Career Plan established for the benefit of AFL players upon cessation of their employment as Australian Footballers.

The AFL agrees with the AFLPA that the Second Career Savings Plan benefits that would otherwise be paid to a player who ceases to play Australian Football shall be nevertheless payable where a player continues playing Australian Football for any League or organisation holding a Licence or Affiliation Agreement issued by the Australian Football Foundation. In all other cases, a player shall only be entitled to any benefits from the Second Career Savings Plan for so long as he does not participate in any other Australian Football competition.

9. The amounts payable by the AFL to the AFLPA in accordance with Clauses 7 and 8 hereof shall be payable for each full year of operation of this Agreement and such amounts shall be paid pro rata for any residual period of less than a full year. Thereafter, the AFL shall continue to make such payments (O the AFLPA subject to and conditional upon the parties entering into a further agreement in terms satisfactory to each relating to the terms and conditions of employment of AFL players. If at any time following the expiration or termination of this Agreement the AFL gives notice in writing to the AFLPA that it is not satisfied with negotiations for any further agreement proposed to be entered into between the AFL and the AFLPA relating to the terms and conditions of employment of AFL players, all obligations of the AFL to pay amounts to the AFLPA pursuant to Clauses 7 and 8 hereof shall cease immediately upon the giving of such notice.

10. The AFL agrees to pay to the AFLPA for each full year of operation of this Agreement (or pro rata for any residual period of less than a full year), the sum of \$50,000.00 to assist the AFLPA in the establishment of a Player Welfare Advisory Service for the benefit of AFL players. The AFLPA shall acknowledge and recognise the AFL as sponsor of the Player Welfare Advisory Service in all relevant correspondence, brochures, promotions and publicity- The AFLPA shall provide to the AFL biannually on the 1st day of June and 1st day of December in each year of operation of this Agreement, a statement as to the acquittal of funds provided by the AFL pursuant to this Agreement. The parties acknowledge in particular that the agreement of the AFL to provide the sum of \$50,000.00 referred to in this Clause is subject to and conditional upon those funds being acquitted in the administration of the Player Welfare Advisory Service and further that the AFL and the AFLPA support the establishment and maintenance of the Service designed to support players in relation to their non-football activities.

11. It is further agreed that this Agreement is to be legally enforceable by the AFLPA as party principal or 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 as party principal or on behalf of (he player shall be deemed to be the damages actually suffered by the player notwithstanding that the AFLPA itself may have suffered no damage.

12. In the event that during the term of this 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 as 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 this 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 established by this Agreement, whose decision shall be final in binding on all parties.

13. In the event that an AFL Club has its licence to field a team in the AFL Competition revoked or transfers or transmits such licence in any way whatsoever, the AFL and the relevant AFL Club shall use their best endeavours to ensure that any successor, transferee or transmittee of the licence is bound by the terms of this Agreement.

14. The AFL agrees that in the event that it issues any further licence to compete in the AFL Competition, such licensee shall be required to be bound by the terms and conditions of this Agreement and that such licensee shall enter into an agreement to be bound by the terms hereof in a form acceptable to the AFL and the AFLPA.

15. The AFLPA agrees that in the event that the AFL issues any further licence to compete in the AFL Competition, such licensee shall be entitled to the protection afforded to other AFL Clubs as set out in this Agreement and in particular, but without limitation, to nominate major sponsors for the purposes of Clause 6(d) hereof.

16. The duration of this Agreement shall be 3 years as specified in clause 19 of Schedule A.

SIGNED as an agreement.

THE COMMON SEAL of
AUSTRALIAN FOOTBALL LEAGUE
ACN 004 155 211 was hereunto affixed in

accordance with its Articles of Association
in the presence of

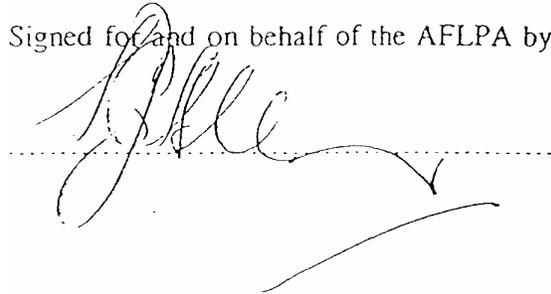


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CEO

Commissioner

Signed for and on behalf of the AFLPA by



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SCHEDULE A

Minimum Terms and Conditions of Employment for AFL Players

1. Definitions

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

"AFL" means the Australian Football League

"AFL Club" means an entity holding a licence to field a team in the AFL Competition.

"AFL Season" means the period from the date of the first game of the AFL Competition which for the purposes of this Schedule shall include the Ansett Australia Cup Pre-Season Competition to the date of the Grand Final of the Coca-Cola Finals Series or the date of any subsequent AFL approved Game.

"AFL Commission" means the Commission appointed pursuant to the Articles of Association of the AFL.

"AFL Competition" means the Competition referred to in Recital A and including the Ansett Australia Cup, the AFL Premiership Season, the AFL Coca Cola Finals Series.

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

"AFL Coca Cola Final Series" means the series of games played at the conclusion of the AFL Premiership Season to determine the premier Club in each AFL Season or any like successor competition howsoever titled.

"AFL Premiership Season" means the series of Games played at the conclusion of the Ansett Australia Cup and prior to the AFL Coca Cola Final Series and for which premiership points are awarded or any like successor competition howsoever titled.

"AFL Player Rules" means the Player Rules of the AFL as determined from time to time by the AFL Commission save that if there is an inconsistency this Agreement shall prevail.

"AFL Reserves" means the series of games conducted between (he reserve players of AFL Clubs competing in the AFL Reserve Grade Competition and the AFL Coca Cola Reserve Grade Final Series or any like successor competition howsoever titled.

"Ansett Australia Cup" means the series of games conducted prior to the AFL Premiership Season and which has previously been known as the Pre-Season Competition or any like successor competition howsoever titled.

"Australian Football" means the football game defined in the "Laws of the Game" published by the Australian Football Foundation.

"CPI" means the Consumer Price Index: All Groups - Melbourne as published by the Australian Bureau of Statistics or, if that index ceases to be published or if in the reasonable opinion of the AFL and the AFLPA there is a substantial change in its nature from date current from the date of this Agreement or a substantial change occurs in its component parts or in the weighting of those parts, then the parties may agree at any time thereafter and from time to time substitute another index which has in the reasonable opinion of the parties a similar effect in the context of this Agreement to that index provided that the other index shall reflect as near as reasonably possible increases that would have occurred had the index continued to have been adopted in its previous form.

"Draft Selection Meeting" includes, but is not limited to, the National Draft Selection Meeting, the Pre-Season Draft Selection Meeting and any other meeting declared by the AFL Commission to be a Draft Selection Meeting.

"Exhibition Game" means a game conducted under the auspices of the AFL to promote the AFL or the game of Australian football.

"Football Payments" means all amounts and payments defined and referred to as Football Payments in the AFL Player Rules

"Game" means a pre-season practice game. Lightning Premiership game. Ansett Australia Cup game or its successor, AFL Premiership Season game, AFL Coca Cola Finals Series game, AFL Reserves game (or the relevant State equivalent), State of Origin game or Exhibition game.

"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 appointed by agreement between the AFL and the AFLPA provided that the members of the Grievance Tribunal appointed at the date of this Agreement shall continue until retirement or other inability to act.

"Lightning Premiership" means a knockout series of games played under reduced nine and over a compressed schedule.

"List" means the list of players required to be maintained by each Club pursuant to the AFL Player Rules.

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

"Major Sponsor of an AFL Club" means a person, corporation or entity from time to time holding the right, consistently with this Agreement, to display its name, reputation, image, products or services on any playing apparel of any AFL Club or who or which is otherwise designated by an AFL Club, consistently with this Agreement, to be a major sponsor.

"Player" means a player of Australian football who is or becomes contracted with an AFL Club and is or becomes listed with the AFL as a player with an AFL Club.

"Salary Cap" means the amount determined from time to time as the Salary Cap pursuant to and in accordance with the AFL Player Rules-

"Senior Game" means a game other than a pre-season practice game, any AFL v Reserves game. State of Origin game or Exhibition game.

"State of Origin Game" means a game between players selected from their original State or Territory of Australia and players from other States or Territories of Australia.

2. Application

The provisions of this Schedule shall be applied by the AFL and the AFL Clubs to each and every player employed by the following AFL Clubs and to any new AFL Club to which the AFL issues a license to compete in the AFL:

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
Fremantle 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 (Sydney Football Club Ltd)
West Coast Eagles (Indian Pacific Ltd)

3 Minimum Payments

3.1 Base and Senior Game Payments

An AFL Club shall pay each player it employs:

1996

- (a) a minimum base salary calculated at the rate of \$15,000.00 per annum ("minimum base salary"), and
- (b) a minimum Senior Game payment of \$1,000.00 per Senior Game ("minimum senior game payments")
- (c) a minimum game payment for Ansett Australia Cup Games ("minimum Ansett payments") as follows:

- (i) first round game - \$500.00
- (ii) second round game - \$750.00
- (iii) semi-final - \$1,000.00
- (iv) Grand final - \$1,500.00

1997

- (a) a minimum base salary calculated at the rate of \$20,000.00 per annum ("minimum base salary"), and
- (b) a minimum Senior Game payment of \$1,500.00 per Senior Game ("minimum senior game payments")
- (c) a minimum game payment for Ansett Australia Cup Games ("minimum Ansett payments") as follows:

- (i) first round game - \$500.00
- (ii) second round game - \$750.00
- (iii) semi-final - \$1,000.00
- (iv) Grand final - \$1,500.00

1998

- (a) A minimum base salary and minimum senior game payments for the level prescribed for 1997 but increased by the aggregate of CP1 increase for 1996 and 1997

(b) a minimum game payment for Ansett Australia Cup Games ("minimum Ansett payments") as follows:

- (i) first round game - \$500.00
- (ii) second round game - \$750.00
- (iii) semi-final - \$1,000.00
- (iv) Grand final - \$1,500.00.

Provided that such minimum Ansett payments shall be increased by the aggregate of CPI increase for 1996 and 1997.

3.2 Other Payments

In addition to the payments previously set out, AFL Clubs shall pay to or on behalf of each player:

- (a) the relevant amount required to be paid by each AFL Club as an employer under statute by way of superannuation contributions; and
- (b) an amount equivalent to the cost of the provision of maximum single Hospital and Medical (including Dental) Benefits with a fund approved by the AFL and the AFLPA.

3.3 Payments to AFL Clubs

The AFL and the AFLPA acknowledge and agree that an AFL Club shall not be

entitled to set off any amount against the minimum payments hereinbefore set out and in particular, but without limitation, all expenses incurred by way of rent, board, accommodation and other like matters shall be payable by a player after receipt of his full minimum entitlement hereinbefore referred to.

4. Method of Payment

(a) The group certificate issued by an AFL Club to the player at the conclusion of each financial year shall include not less than the minimum payments set out in this Agreement.

(b) The amount to be paid by way of Hospital and Medical (including Dental) Benefits insurance shall be paid to the player or at his written direction to an approved Hospital and Medical Benefits fund. The receipt of any approved Hospital and Medical Benefits fund shall be a sufficient discharge to an AFL Club for its obligation to pay such amount.

(c) A Player in receipt of the minimum payments shall be paid on those dates and in the manner set out below:

- (i) minimum base salary by ten equal monthly instalments commencing on the last day in January and concluding on the last day of October in each year;

- (ii) minimum senior game payments for the first half of AFL Premiership Season games (listed on the official team sheet) shall be paid by the 15th day of July and minimum senior game payments for the remaining games played in the AFL Premiership Season, by 30 November save and except that in the final year of any contract between an AFL Club and a player, the minimum senior game payments for the remaining games in that final year shall be paid by 31 October.

5. Option Clause

An AFL Club and a player shall not include provision for an option for a further period in any contract of employment and all such contracts shall expire on 31 October in the final year of the player's contract.

6. Relocation Expenses

A player included on the List of an AFL Club who is required to relocate to another State (other than the State where he is domiciled) as a result of his drafting by or transfer to an interstate AFL Club, shall be paid the reasonable cost of such relocation together with the reasonable cost of relocation to the State in which he was originally domiciled if the player chooses to return at the conclusion or termination of the contract which he first signed when he originally relocated unless drafted to another AFL Club.

7. Injury /Illness Payments

A player who suffers an injury and/or illness as a result of which he is unfit to play football in the AFL Competition caused by playing football for an AFL Club in a Game or caused at an official training session or by attending an official AFL Club function or whilst on official club duties at the direction of the Club shall, provided the player has not caused such injury and/or illness by his own negligence, be compensated as follows:

- (a) 100% of senior game payments at the rate for the relevant competition (AFL Seniors or AFL Reserves if the player is entitled to AFL Reserves payments) in which the injury and/or illness was suffered or at the rate for the relevant competition for the Game last played prior to the injury and/or illness, for all Games missed up to a maximum of 30 games;
- (b) the obligation of the AFL Club herein contained shall be subject to and conditional upon the player using his best endeavours to rehabilitate himself and return to playing fitness as soon as possible. The obligation of the player in this Clause shall without limitation, include observing all reasonable directions of the Club in relation to his rehabilitation including diet, exercise, special training and attendance for medical or paramedical treatment;
- (c) any dispute as to whether an injury and/or illness was suffered by a player or is subject to the provisions of this Clause or whether a player has used his best endeavours to rehabilitate himself shall be referred to the Grievance Tribunal who may where appropriate appoint an independent medical practitioner to provide an opinion.

(d) a player injured in one season and who is subsequently delisted or whose contract is otherwise terminated shall be entitled to the benefits under this Clause as if he were not delisted or the contract otherwise terminated for the full period herein set out provided that the player:

- (i) was entitled to the benefit of this Clause during the period of his contract;
- (ii) has, insofar as reasonably practicable, brought the existence of the injury and/or illness to the attention of the AFL Club prior to the player being delisted or his contract being otherwise terminated; and
- (iii) maintains regular consultation with the AFL Club which previously employed him and does not do anything within the period to which he is entitled the benefits under this Clause, to prejudice any Hospital or Medical Benefits payments or entitlement to such payments;

(e) a player who suffers an injury and/or illness and who is entitled to the benefits set out in this Clause shall in addition to the payments hereinbefore set out be paid any difference between the amount recoverable under any claim from the relevant hospital and Medical Benefits fund and the amount actually payable for the cost of treatment provided that such treatment was first approved of by the AFL Club and such treatment was directly referable to the injury and/or illness;

(f) if after exhausting entitlements payable under 8(a), a player remains permanently disabled the player shall be entitled to claim up to \$250,000 in accordance with the AFL's insurance policy with CIGNA Insurance Australia Limited, or such other policy of insurance for such sum which the AFL arranges from time to time.

8. Termination Payment

(a) An AFL Club shall be entitled to delete a player's name from its list and by written notice to the player in accordance with the contract, terminate the contract upon the player being delisted. In such case, the contract shall be at an end provided that the Club shall pay to the player by way of compensation:

- (i) the balance of the base payment payable for the year in which (he player was delisted;
- (ii) game payments calculated at the rate applicable to (he relevant competition (AFL senior or AFL reserves) in which the player last played, for the balance of the year in which the player was delisted;
- (iii) together with a further number of game payments calculated at the rate applicable to the relevant competition (AFL senior or AFL reserves) in which the player last played (in total not to

exceed 22) in the event that the player's contract had one or more further years to run;

- (iv) where the player's contract had one or more further years to run, the base payment for the 12 months following the year in which the player was delisted.

The obligation on the AFL Club to pay game payments in excess of the year in which the player was delisted and to pay a further base payment for the year following delisting shall apply only in the case where a delisted player had one or more years under his contract to run. In all cases where a player was delisted in the final year of his contract, the player shall be entitled to the balance of the base payment for the year in which he was delisted together with game payments for that year calculated at the rate applicable to the relevant competition (AFL Seniors or AFL Reserves) in which the player last played with the Club.

- (b) Subject to sub-clause 8(d), in the calculation of the payment of termination benefits set out above, no account shall be taken of any further amount or amounts which the player may receive as a consequence of re-employment by another AFL Club or any other Australian Football club-
- (c) The provisions of (his Clause shall not apply to a player:
 - (i) who, by his agreement, is involved in a pre-draft transfer between AFL Clubs which results in a transfer and such player is Listed with the transferee club;
 - (ii) who has retired;
 - (iii) whose contract was terminated as a result of misconduct by the player; and
 - (iv) who has agreed in writing with his AFL Club to otherwise terminate his contract.

(d) No Unjust Enrichment

Where an AFL Club employs a player whose name has been delisted from the List of another AFL Club and where the terms of employment of such player provide that the average of all payments which the player would be entitled to earn over the whole of the period of the new contract is:

(A) same or greater during the balance of the year in which the player was delisted by his previous AFL Club or the year following his delisting (if the provisions of Clause 8(a)(iii) and Clause 8(a)(iv) apply), no termination payment shall be payable;

or

(B) less during the balance of the year in which the player was

delisted by his previous AFL Club or the year following his delisting, the termination payment payable shall be reduced by the average payments which the player would be entitled to earn under his new contract for the balance of the year in which the player was delisted and the year following his delisting (if [he provisions of Clause 8(a)(iii) and Clause 8(a)(iv) apply).

Accordingly:

- (i) any amount payable by an AFL Club under Clause 8(a)(iii) and Clause 8(a)(iv) shall not be payable until 31 March in the year following that in which the player's name was deleted from the relevant AFL Club's List;
- (n) any payment by an AFL Club of any amount purported ly in accordance with Clause 8(a)(i) and Clause 8(a)(ii) shall be strictly without prejudice to the rights of the AFL Club under this Clause 8(d);
- (iii) an AFL Club shall be entitled to be repaid any amount paid to a player in excess of a player's accrual entitlement; and
- (iv) where a player fails, refuses or neglects to repay any amount due to his former AFL Club in accordance with this Clause 8(d), within 7 days of a written demand for such payment, the AFL Club which has re-employed the player shall pay the amount due to the former AFL Club and the player's entitlement to payments under his new contract shall be reduced accordingly.

9. Annual Leave

(a) A player shall be entitled to a minimum period of leave, from all employment obligations with his AFL Club, of four weeks commencing from the date of the last Game contested by that AFL Club.

(b) An additional two 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 two weeks leave shall be the last two weeks of December.

(c) Notwithstanding sub-clause (a) and (b) hereof and unless the AFL Club otherwise agrees, players shall attend the Club Annual Best And Fairest presentation, a Pre-Season training meeting or any medical appointment or examination arranged by the AFL Club should they fall within a leave period.

(d) Payment for the period/s of leave provided for in sub-clauses (a) and (b) shall be taken to have been made by payment by the AFI. Club of the base salary in accordance with Clause 3 and there shall be no additional amount paid for or during annual leave.

10. Length of Season

A player shall not be required to participate in pre-season games held earlier than

the 1st day of February each year unless otherwise agreed between the AFL and AFLPA.

11. Insurance for Loss of Non-Football Earnings

The AFL shall ensure insurance cover for at least \$500.00 per week for a maximum period of a year for loss of non-football earnings for each AFL player at no cost to the player and providing for an excess period of no more than two weeks.

12. Health Insurance

Each AFL Club shall in addition to all other minimum payments, payable under this Agreement, provide to each of its contracted players full Hospital and Medical (including Dental) Benefits insurance as hereinbefore set out.

13. Grievance Procedure

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

(a) In respect of a dispute between a player and an AFL Club, a player shall raise the dispute or matter with the football manager of the AFL Club or the football manager of the AFL Club shall raise the dispute or matter with the player whichever is applicable;

(b) If the matter remains unresolved after 7 days either party may refer the dispute or matter to the general manager of the AFL Club and to the AFLPA;

(c) At the same time that the matter or dispute is referred to the general manager of the AFL Club and to the AFLPA the party referring such matter or dispute shall give notice to the General Manager, Football Operations of the AFL including full details of the matter or dispute and true copies of any relevant documents relating thereto;

(d) Failing resolution after 7 days, either party may refer the matter to the Grievance Tribunal;

(e) The Grievance Tribunal must, upon such a reference, notify the AFLPA and the AFL who both shall have a right to be heard in respect of the matter or dispute;

(f) In respect of a dispute between the AFLPA and an AFL Club the matter shall be referred to the General Manager, Football Operations of the AFL including full details of the matter or dispute and true copies of any relevant documents relating thereto;

(g) Failing resolution after 7 days, either party may refer the matter to the Grievance Tribunal;

(h) In respect of a dispute between the AFLPA and the AFL, the dispute

shall be referred to the Grievance Tribunal only after the parties have negotiated in good faith for a resolution of such dispute;

(i) In respect of any matter referred to it the Grievance Tribunal may seek to conciliate the dispute with the parties prior to determining the matter or dispute;

(j) The Grievance Tribunal shall be established in accordance with Schedule B and the Grievance Tribunal shall have power to determine its own procedure provided that it shall comply with any procedures set out and annexed in Schedule B hereto.

14. Right of Entry/Meetings

An AFLPA representative shall be entitled to reasonable access to interview players of an AFL Club on Club premises and to conduct the affairs of the AFLPA provided that:

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

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

15. Workplace Health and Safety

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

16. Notice Board

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

17. 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 30 June of each year.

The money deducted by an AFL Club as membership dues, pursuant to this sub-clause, shall be held on trust by the AFL Club for the AFLPA.

If the AFL Club does not forward payment in full to the AFLPA by 30 June in each year, the AFL Club must thereafter pay to the AFLPA an additional

amount by way of interest calculated at bank overdraft rates of interest plus 2%, calculated daily for each day payment is delayed after 30 June 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. An existing authority shall be treated as continuing unless cancelled by the player concerned.

18. Football Payments

AFL players and AFL Clubs shall ensure that all Football Payments are correctly recorded or referred to in sufficient detail in any playing contract referred to herein and each shall comply strictly with the Player Rules of the AFL including and without limitation the Salary Cap rules.

19. Duration of Agreement and this Schedule

The terms of this Schedule shall operate for a period of 3 years commencing from the 1st day of November 1995.

20. Payments to Players

In the event that an AFL Club loses its licence to compete in the AFL Competition and is suspended from or loses its right to representation on the League, the AFL shall in those circumstances assume liability for payment for payment of all amounts due to players of such AFL Club provided that:

(a) such players shall accept all reasonable directions from the AFL in relation to future employment as footballers and apply any amounts payable in respect of future employment (for the unexpired period of the contract in existence at the date of the loss of licence, suspension and loss of right to representation) to the credit of the AFL;

(b) any player who receives a payment or payments from or on behalf of the AFL pursuant to this Clause shall in respect of such payment or payments enter into an assignment in a form acceptable to the AFL, of the player's entitlement and right to prove in the liquidation or otherwise to participate in the assets or the proceeds of the winding up of the former licensee and the AFL shall have all the rights of the player to the extent of the payment or payments received by the player from the AFL;

(c) without limiting the rights and entitlements of the AFL referred to in sub-clause (d) hereof, the AFL shall have the right, where it has assumed liability for payment of amounts due to players of an AFL Club in accordance with this Clause, to terminate any contract between any player and such AFL Club immediately by notice in writing to the player and upon the giving of such notice, the contract shall be at an end provided that the AFL shall pay (to the player receiving notice, a termination payment calculated in accordance with the provisions of this Schedule as if the player had been delisted by the AFL Club on the date which such AFL Club lost its licence to compete in the AFL Competition and was suspended from or lost its right to representation on the League; and

(d) where the AFL has assumed liability for payment of amounts due to players of an AFL Club in accordance with this Clause, the AFL shall have and be entitled to exercise all of the rights and benefits of the relevant AFL Club

under all contracts between such AFL Club and its players provided that the liability of the AFL under such contracts and to such players shall be sincerely limited 10 (the obligations set out in this Clause 20.

AFL Players Rules

(a) Each of the parties agree that the AFL Player Rules in operation at the date of execution of this Agreement are necessary and reasonable for the proper protection of the legitimate interests of the AFL and the AFLPA agrees with the AFL that any restrictions contained in the AFL Player Rules including and without limitation, restrictions on the freedom of players to transfer from one Club to another, restrictions on the total payments an AFL Club may give or apply for the benefit of a player or player's associates are necessary and reasonable for the purpose of protecting the legitimate interests of the AFL.

(b) The parties acknowledge that the AFL Player Rules contain certain rights of players to transfer between Clubs including and without limitation in accordance with the draft procedure set out in the Player Rules (including the nomination provisions), special provisions relating to Fremantle Football Club Ltd, the Special Assistance Rule and the rules relating to exchanges prior to Draft Selection Meetings.

(c) The parties further acknowledge that the AFL Player Rules:

- (i) contain provisions for the determination of reasonable salaries to be paid to players and the minimum amounts herein set out are required to be observed in every case;
- (ii) provide for relief in cases where exceptional and compelling circumstances make it harsh and unconscionable for a player to remain bound to an AFL Club; and
- (iii) in their scheme and by their operation provide sufficient protection for and recognition of the legitimate interests of players.

22. 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 of the State of Victoria.