

**AUSTRALIAN FOOTBALL LEAGUE**

**and**

**AUSTRALIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION  
INCORPORATED**

**COLLECTIVE  
BARGAINING AGREEMENT**

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**THIS AGREEMENT** is dated March 2004

**BETWEEN:**

**AUSTRALIAN FOOTBALL LEAGUE** ACN 004 155 211 of AFL House, 140 Harbour Esplanade, Docklands, Victoria, 3008 (“AFL”); and

**AUSTRALIAN FOOTBALL LEAGUE PLAYERS’ ASSOCIATION INCORPORATED** Association Reg. A0025229Z ABN 25 695 729 819 of Level 2, 545 King Street, West Melbourne, Victoria, 3003 (“AFLPA”).

**RECITALS**

- A AFL is the controlling body of the national Australian Football Competition (“the AFL Competition”) between AFL Clubs licensed to field teams in the AFL Competition (“AFL Clubs”).
- B AFL, as the controlling body, has the power to bind the AFL Clubs to this Agreement.
- C AFLPA is the representative body of players participating in the AFL Competition (“the Players”).
- D AFLPA has the authority to bind to this Agreement AFLPA members who are Players participating in the AFL Competition.
- E AFL and AFLPA entered into an Agreement dated 12 July 1999 known as the AFL/AFLPA Collective Bargaining Agreement 1998-2003, which Agreement was amended by the parties during the term of that Agreement (“the 1998 CBA”).
- F The parties now wish to enter into a new Agreement in relation to the matters set out in the 1998 CBA and other issues which have arisen in relation to the AFL, the AFL Competition, the AFL Clubs, the AFLPA and the Players, on the terms and conditions set out in this Agreement.
- G Fundamental to the agreement of the parties is a mutual obligation not to make any further claims on each other, otherwise than in accordance with this Agreement, and the certainty associated with that obligation is of fundamental importance to both parties.

**THE PARTIES COVENANT WITH EACH OTHER AND AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following words have these meanings in this Agreement unless the contrary intention appears:

“**1998 CBA**” means the Collective Bargaining Agreement referred to in Recital E.

**“Accredited Agent”** means an agent accredited by the AFL Players’ Association Player Agents Accreditation Board or such other body approved by AFLPA and whose accreditation is not suspended or cancelled.

**“Additional Services Agreement”** means a Player marketing contract which falls within paragraph (b) of the definition of Football Payments and clause 16.1 of this Agreement.

**“AFL”** means Australian Football League ACN 004 155 211.

**“AFL Club”** or **“Club”** means an entity holding a licence to field a team in the AFL Competition.

**“AFL Club Protected Sponsor”** has the meaning set out in clause 20.1(b) hereof.

**“AFL Commission”** means the Commission appointed pursuant to the Constitution of the AFL.

**“AFL Competition”** means the Australian football competitions conducted by AFL and includes the Pre-Season Competition, the AFL Premiership Season and the AFL Finals Series.

**“AFL Finals Series”** means the series of Matches played at the conclusion of the AFL Premiership Season to determine the Premier AFL Club in each AFL Season or any like successor competition howsoever titled.

**“AFL Intellectual Property”** means all registered and unregistered trademarks and brand names, designs and copyright and other industrial and intellectual property of AFL and each of the AFL Clubs including all playing uniforms, on-field uniforms, AFL Club shield logos, AFL Club caricatures, AFL Club nicknames, all AFL logos and all photographs taken under AFL media accreditation.

**“AFL Licensing Activity”** includes all AFL product sales, sales promotions, advertising (excluding generic media advertising promoting Australian football) and endorsement arrangements.

**“AFL Licensing Operational Guidelines”** means the licensing guidelines agreed between AFL and AFLPA contained in Schedule E and any variation to such guidelines.

**“AFLPA”** means Australian Football League Players’ Association Inc, an incorporated association constituted under the Associations Incorporation Act 1981 (Vic).

**“AFL Player Rules”** or **“Rules”** means the Player Rules of the AFL as determined from time-to-time by the AFL Commission save that if there is any inconsistency or conflict between the AFL Player Rules and this Agreement, this Agreement shall, to the extent of such inconsistency or conflict, prevail.

**“AFL Premiership Season”** means the series of Matches played at the conclusion of the Pre-Season Competition and prior to the AFL Finals Series and for which premiership points are awarded or any like successor competition howsoever titled.

**“AFL Protected Sponsor”** means one or more of the five sponsors (or such greater number as agreed between AFL and AFLPA) of the AFL nominated by the AFL in writing to AFLPA from time-to-time.

**“AFL Revenue”** means “Total Revenue” as described in the AFL Financial Forecast in Schedule A.

**“AFL Season”** means the period from the date of the first Match of the AFL Competition which for the purposes of this Agreement shall include the Pre-Season Competition and the AFL Premiership Season to the date of the Grand Final of the AFL Finals Series.

**“Associate of a Club”** has the same meaning as described in the AFL Player Rules.

**“Associate of a Player”** has the same meaning as described in the AFL Player Rules.

**“Australian Football”** means the football game defined in the “Laws of Australian Football” published by AFL.

**“Club Intellectual Property”** means all registered and unregistered trademarks and brand names, designs and copyright and other industrial and intellectual property of the relevant AFL Club.

**“Code of Conduct”** means the code developed by and agreed to by the AFLPA and AFL and as varied by the agreement of the AFLPA and AFL from time-to-time.

**“Draft”** has the same meaning as described in the AFL Player Rules.

**“Exhibition Match”** means a Match conducted under the auspices of AFL to promote the AFL or the game of Australian Football including Matches in the Competition currently known as the Wizard Regional Challenge Series.

**“First Year Draft Choice Player”** means a Player who is listed on the Primary List of an AFL Club who has not previously been:

- (a) permanently on or temporarily upgraded to the Primary List of any AFL Club;  
or
- (b) an eligible Rookie with any AFL Club.

**“Football Payments”** means in respect of a Player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the benefit of, the Player or any Associate of the Player and which:

- (a) relates in any way to, or which is connected with, the Player's past, present or future services with a Club as a football player, or any agreement, arrangement or understanding for the Player to join a Club or to refrain from joining a Club;
- (b) is so given, provided or applied by a Club, or by an Associate of a Club, unless the Player, the Club or the Associate of a Club proves to the satisfaction of the Investigations Manager that the payment, consideration, advantage or benefit was paid, given or provided to the Player, or applied for the benefit of the Player or any Associate of a Player, in consideration of bona fide employment, marketing or other services not falling within sub-paragraph (a), rendered by the Player ("Additional Services").

**"Grievance Tribunal"** means the Tribunal established by the parties pursuant to a Collective Bargaining Agreement dated 6 November 1995.

**"Guidelines for Additional Services Agreements"** means the guidelines agreed between AFL and AFLPA attached in Schedule D and any variation to such guidelines.

**"Image"** includes a Player's name, photograph, likeness, reputation and identity.

**"International Rules Match"** means a match between teams representing Australia and Ireland conducted under special international rules agreed between AFL and the Gaelic Athletic Association.

**"Investigations Manager"** has the same meaning as described in the AFL Player Rules.

**"List"** means in respect of each AFL Club, any or all of its Primary List, Rookie List, Long Term Injury List or Veterans List maintained by AFL.

**"Long Term Injury List"** has the same meaning as described in the AFL Player Rules.

**"Match"** means any football match played between or directly or indirectly involving any AFL Club including without limitation any practice match, trial match, representative match or Exhibition Match, and State of Origin Match.

**"National Draft Selection Meeting"** has the same meaning as described in the AFL Player Rules.

**"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.

**"Players' Welfare Fund"** means a fund established by AFLPA pursuant to clause 35 of the 1998 CBA.

**“Primary List”** has the same meaning as described in the AFL Player Rules.

**“Pre-Season Competition”** means the series of Matches conducted prior to the AFL Premiership Season currently called the Wizard Home Loans Cup or any like successor competition howsoever titled.

**“Rookie”** means a player who is included on the Rookie List of an AFL Club in accordance with the AFL Player Rules.

**“Rookie List”** has the same meaning as described in the AFL Player Rules.

**“Second Year Player”** means a Player who is listed on the Primary List of an AFL Club who in the previous year was a First Year Draft Choice Player.

**“Sponsor of an AFL Club”** means a person, corporation or entity from time-to-time holding the right, consistent 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, consistent with this Agreement, to be a sponsor.

**“Senior Match”** means a Match played in the AFL Premiership Season and/or in the AFL Finals Series.

**“Standard Playing Contract”** means the form of contract, as agreed between AFL and AFLPA, for the employment of a Player by an AFL Club to play Australian Football.

**“State Body”** has the same meaning as described in the AFL Player Rules.

**“State of Origin Match”** means a Match between Players selected from their original State or Territory of Australia and Players from other States or Territories of Australia.

**“Total Player Payments”** means the amount from time-to-time determined by the AFL Commission in accordance with the terms of this Agreement as the maximum aggregate amount or value of all Football Payments that may be given to or applied in any football year for the benefit of Players with each AFL Club and the Associates of such Players.

**“Veteran”** means a Player that is on an AFL Club’s Veterans List or is classified as a veteran on an AFL Club’s Primary List.

**“Veterans List”** has the same meaning as described in the AFL Player Rules.

## 1.2 Construction

(a) In the interpretation of this Agreement, unless the contrary intention appears:

- (i) words importing the singular shall be deemed to include the plural and vice versa;
  - (ii) words importing any gender shall be deemed to include the other gender;
  - (iii) words importing persons shall be deemed to include all bodies and associations, corporate or unincorporate and vice versa;
  - (iv) headings are included for convenience only and shall not affect the interpretation of this Agreement;
  - (v) any Schedules, annexures and appendices are included in and form part of this Agreement;
  - (vi) if a word or phrase is given a particular meaning, then cognate words and phrases have corresponding meanings;
  - (vii) unless otherwise agreed, all sums of money and payments referred to in this Agreement shall be in Australian currency;
  - (viii) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
  - (ix) if an act prescribed under this Agreement to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the following day;
  - (x) a reference to a Recital, clause, schedule, annexure or appendix is a reference to a Recital or clause of or schedule, annexure or appendix to this Agreement; and
  - (xi) payments referred to are gross payments, rather than net of tax.
- (b) Where the meaning of various words and terms in this Agreement differ from the meaning given to the same or like words and terms contained in the AFL Player Rules and AFL Regulations, the meanings contained in this Agreement shall prevail.
- (c) This Agreement is considered reasonable by the AFL and the AFLPA, but:
- (i) each provision in this Agreement shall be read and construed independently of the other provisions so that if one or more provisions is held to be invalid as an unreasonable restraint or for any other reason whatsoever then the remaining provision shall be valid to the extent that they are not held to be invalid; and

- (ii) if any such provisions are found to be invalid but would be valid if some part of the provision were deleted, such provisions shall apply with such modification as may be necessary to make it valid and effective.

## **2. APPLICATION**

2.1 This Agreement will apply to:

- (a) AFL;
- (b) AFLPA;
- (c) each AFL Club including any new AFL Club to which the AFL issues a licence to compete in the AFL Competition; and
- (d) each Player employed by an AFL Club.

2.2 The parties warrant and represent to each other that each of them has full power and authority to enter into and to perform this Agreement and the entering into and performance of this Agreement does not contravene any contractual, legal or other obligations of them whatsoever. This Agreement constitutes a legal, valid and binding obligation on the parties enforceable in accordance with its terms.

## **3. TERM**

This Agreement shall operate on and from 1 November 2003 for a period of five (5) years until 31 October 2008 and will continue to apply after that date until a new collective bargaining agreement is made between the AFL and the AFLPA.

## **4. REVIEW OF AGREEMENT**

4.1 The parties will meet on or before 1 February 2006 for the purpose of:

- (a) determining any of the matters to be determined under the provisions of this Agreement at that time including, without limitation, Total Player Payments;
- (b) considering whether it is appropriate to vary the terms of this Agreement on any one or more of the following basis:
  - (i) by agreement;
  - (ii) by reason of circumstances existing which were not known at the time of entering into this Agreement; or
  - (iii) by reason that the continuing operation of this Agreement would be inconsistent with the spirit and intention of the parties at the date of the parties entering into this Agreement.

- 4.2 Either party may seek a review to vary the terms of this Agreement at any other time where it would unfairly prejudice the position of the party seeking the variation to require it to wait for the review date set out in clause 4.1 or the expiration of the term of this Agreement (as the case may be) to review the terms of this Agreement.
- 4.3 If the parties resolve that any provisions of this Agreement should be varied, the parties shall enter into an agreement in writing signed by the parties reflecting the matters so agreed.
- 4.4 In the event that the parties cannot reach agreement on any of the matters set out in clause 4.1 by 1 April 2006, either party may request that the parties engage in mediation and conciliation and upon such request, the parties shall so engage in mediation and conciliation with the assistance of an appropriately qualified and agreed mediator. The terms of mediation shall, failing agreement, be determined by the mediator.
- 4.5 Where the mediation process fails to result in agreement on issues between the parties which arise by reason of clause 4.1, either party may submit the matter (other than a matter relating to Total Player Payments for the years 2007 and 2008) to an independent arbitrator to be selected from a panel of six persons, three of whom shall be nominated by AFL and three of whom shall be nominated by AFLPA. The parties will act in good faith to agree on the nominated arbitrator and failing agreement, such person shall be appointed from one of the six nominees by the President of the Law Institute of Victoria or his nominee.
- 4.6 Each party agrees that the decision of the independent arbitrator made pursuant to clause 4.5 shall be legally binding, and further agrees to undertake any actions necessary to give full force and effect to the decision of the independent arbitrator.
- 4.7 Each party agrees to act in good faith in any negotiations involving a review undertaken pursuant to the provisions of this clause.

## **5. TERMS AND CONDITIONS OF EMPLOYMENT**

- 5.1 The terms and conditions of employment set out in Schedule B:
- (a) establish the minimum terms and conditions of employment applying to all Players employed during the term of this Agreement;
  - (b) apply to and are incorporated into any existing or future employment Player contract between AFL, an AFL Club and a Player; and
  - (c) prevail over any inconsistent term or provision in any such Player contract.
- 5.2 Where the various payments set out in Schedule B are applicable only for 2004, 2005 and 2006 and no provision is made for payments applicable for 2007 and 2008, the parties agree that they shall meet during 2006 to negotiate in good faith

any variations to the various payment amounts set out in Schedule B in the manner set out in clause 4.

- 5.3 The benefits set out in Schedule B together with the benefits set out in the remainder of this Agreement reflect the total payments and benefits to be made and provided to Players by AFL and AFL Clubs. In the event of the Players becoming entitled to a statutory benefit not otherwise provided for in this Agreement or in excess of the level of benefits provided for in this Agreement or in current legislation, the AFL shall be entitled to seek to vary the terms of this Agreement under clause 4.2.

## **6. NO EXTRA CLAIMS**

- 6.1 Subject to AFL complying with the terms of this Agreement, AFLPA undertakes that for the term of this Agreement it will not, unless otherwise provided for in this Agreement, make any extra claims on the AFL or the AFL Clubs in respect of the terms and conditions of employment of Players and the matters dealt with by this Agreement.
- 6.2 AFLPA will not be restricted from making any claim on AFL or AFL Clubs under clause 6.1 where the AFL or AFL Clubs:
- (a) reduces the benefits and payments provided for Players in this Agreement;
  - (b) amends the AFL Player Rules to further restrict the movement of Players;
  - (c) limits the commercial opportunities available to Players beyond that currently existing at the date of this Agreement; or
  - (d) increases the obligations and commitments of Players (including without limitation, commitments to media and sponsors) to unreasonable levels.

## **7. NO OTHER COMPETITION**

In consideration of the benefits provided for in this Agreement, AFLPA and each Player it represents undertakes not to participate in or be involved in any other Australian Football competition without the approval of AFL.

## **8. AFL PLAYER RULES**

- 8.1 Each of the parties agree that the AFL Player Rules are necessary and reasonable for the proper protection of the legitimate interests of the AFL. The AFLPA and each Player it represents agrees with AFL that any restrictions contained in the AFL Player Rules, including without limitation, restrictions on the freedom of Players to transfer from one AFL Club to another, restrictions on the Total Player Payments an AFL Club may give or apply for the benefit of a Player or an Associate of a Player, are necessary and reasonable for the purpose of protecting the legitimate interests of the AFL, the AFL Clubs and the AFL Competition.

- 8.2 AFL agrees to amend the AFL Player Rules consistent with the matters set out in Schedule F.
- 8.3 AFL agrees to consult with AFLPA on changes to AFL Player Rules that affect or may affect Players. The AFL shall notify AFLPA of any Rule changes that affect Players. AFL Clubs shall promptly notify their Players of any Rule changes that affect Players.
- 8.4 AFL shall not make any changes to the AFL Player Rules which are contrary to or inconsistent with the provisions of this Agreement.
- 8.5 AFL and AFLPA agree to establish a working party to review the operation of the AFL Player Rules which regulate the Draft with a view to simplifying those Rules and removing any anomalies provided that all final decisions relating to the AFL Player Rules shall, subject to sub clauses 8.3 and 8.4, remain with the AFL Commission.
- 8.6 The AFL Player Rules regulating the operation of the Total Player Payments shall be reviewed by a working party of representatives of AFL and AFLPA to:
- (a) ensure the Rules operate fairly;
  - (b) simplify the Rules; and
  - (c) remove any anomalies.

Any change will be subject to AFL Commission approval.

## **9. PLAYERS UNDER 18 YEARS OF AGE**

In respect of a Player who is included on the List of an AFL Club before the Player attains the age of 18 years:

- (a) the AFL Club which lists the Player shall:
  - (i) contract the Player for a minimum of two years;
  - (ii) where the Player moves interstate, provide economy class return airfare tickets for the parents (or two other relatives or persons nominated by the Player) of the Player for two separate occasions to enable those persons to visit the Player during the year of the Player's first AFL Season; and
  - (iii) pay reasonable taxi fares necessarily incurred by the Player in attending training, Matches and official AFL Club functions;
- (b) the Player shall not attend the AFL Club or participate in any training session until at least two weeks after the Player's final school exam (if applicable) in the year of the Player's first AFL Season;

- (c) the Player, prior to the first training session in January in the year of the Player's first AFL Season, must train in accordance with a modified training program that has received the prior written approval of the Player's Club and been notified to the AFL General Manager – Football Operations (or nominee). The AFL shall notify the AFLPA each year of the Players undertaking modified training programs and the details of those modified training programs.

## **10. FIRST YEAR DRAFT CHOICE PLAYERS**

- 10.1 A first year draft choice Player will not be required to attend the AFL Club or participate in any training session until at least two weeks after the Player's final school exam if the Player has undertaken VCE (or state equivalent) in that year.
- 10.2
  - (a) A Player who is included on the List of an AFL Club after being a first year draft choice Player drafted in a National Draft Selection Meeting and who is de-listed after being on the List for two seasons or less shall, on production of invoices or receipts, be paid reasonable relocation costs by that AFL Club back to that Player's place of origin.
  - (b) The payment in sub-clause 10.2(a) shall be limited to the relocation allowances set out in paragraph 8 of Schedule B.
  - (c) Clause 10.2(a) does not apply to a Player who:
    - (i) is recruited by another Club;
    - (ii) has retired;
    - (iii) whose contract was terminated as a result of serious misconduct or repeated misconduct by that Player; or
    - (iv) who has agreed in writing with his AFL Club to otherwise terminate his contract.
  - (d) Any such relocation payments made pursuant to this clause 10 shall be excluded from Total Player Payments of an AFL Club, provided the costs are considered by the Investigations Manager to be reasonable bona fide relocation costs.
- 10.3 When a first year draft choice Player is first listed by an AFL Club, that Player and the AFL Club shall enter into a playing contract for a minimum term of two years except in the case of a Player who has previously been listed as a Rookie at any AFL Club.

## **11. TOTAL PLAYER PAYMENTS**

- 11.1 The amount of Total Player Payments for each AFL Club shall be as follows:
  - (a) 2004 - \$6,115,000;

(b) 2005 - \$6,300,000; and

(c) 2006 - \$6,300,000.

11.2 In 2007 and 2008, the Total Player Payments for each AFL Club shall be :

(a) as agreed between the AFL and the AFLPA in accordance with sub-clause 11.4; or

(b) until agreement is reached, \$6,300,000 for each year;

provided that the amount calculated in accordance with sub-clause 11.3 will be added to the amount determined under paragraph (a) or (b) for 2007.

11.3 After the Total Player Payments for each AFL Club have been determined under paragraph (a) or (b) for 2007, there shall be added to Total Player Payments for each Club an amount calculated as the lesser of \$189,000 (being 3% of 2006 Total Player Payments) and A:

Where:

$$A = \frac{B - C - D}{E}$$

B = the sum of AFL Revenues for 2004, 2005 and 2006.

C = the sum of projected AFL Revenues for 2004, 2005 and 2006 as set out in Schedule A.

D = any increased bona fide costs incurred by AFL in 2004, 2005 and 2006 of generating increased AFL Revenues over and above those budgeted per Schedule A.

E = number of AFL Clubs at the commencement of the 2007 AFL Season.

In calculating AFL revenue for B above for 2004, 2005 and 2006, add back any revenue of AFL Clubs during 2004, 2005 and 2006, which is of a nature that has been counted as AFL revenue in 2003 and has since been shifted to AFL Clubs.

For the purposes of calculating B and D above, any revenues and bona fide costs shall mean actual revenues and actual costs for the relevant years provided that where actual revenues and/or actual costs are not available, the AFL Revenues, revenues of AFL Clubs and/or bona fide costs shall be based upon a genuine pre-estimate. The AFL shall comply with reasonable requests from the AFLPA for information relating to calculation of the estimates.

11.4 The parties shall meet during 2006 to negotiate in good faith the Total Player Payments for 2007 and 2008. The AFL and AFLPA agree that in determining the Total Player Payments for the years 2007 and 2008 the parties shall give consideration to but not be limited to the following matters:

- estimates of the operating surpluses of the AFL (taking into account the revenue from renegotiation of television rights);
- the dedication to Total Player Payments of the amount representing no less than 85% of the increase in the amount of the AFL annual discretionary distribution of operating surplus to AFL Clubs over the amount of the AFL discretionary distribution of operating surplus distributed to AFL Clubs in the previous year;
- the commitment of the parties that each of the three major stakeholders in the game namely the AFL, the Players and the AFL Clubs will share equitably the burden of any decrease that may arise in estimated AFL Revenues for the years 2007 and 2008 from the amounts budgeted in Schedule A for AFL Revenues in those years. In calculating AFL Revenue for years 2007 and 2008, the parties shall add back any estimate of revenues of AFL Clubs for 2007 which is of a nature that had been counted as AFL Revenue in 2003 and has since shifted to AFL Club.

11.5 In the event that the parties are unable to reach agreement on the Total Player Payments for the years 2007 and 2008 by 30 June 2006 or such other date as may be agreed between the parties, then notwithstanding any other provision of this Agreement, either party may by giving 30 days notice in writing to the other party terminate the operation of this Agreement. The AFL acknowledges and agrees that in any negotiation, determination or arbitration involving the Total Player Payments for 2007 and 2008, whether as part of this Agreement or any new Agreement, the formula set out in paragraph 11.3 shall be applied and the amount calculated in accordance with the formula shall be, in addition to any other amount that is agreed, determined or arbitrated as the Total Player Payments for 2007.

11.6 In calculation of the Total Player Payments, the following payments will not be taken into account:

- (a) relocation expenses incurred by an AFL Club in respect of an AFL Player pursuant to paragraph 8 of Schedule B;
- (b) the cost of air fares and taxi fares paid in accordance with clause 9.1(a)(ii);
- (c) bereavement assistance (paid to a Player or an Associate of a Player) up to a limit of \$2,000 in the event of a bereavement (or other genuine hardship) affecting the Player;
- (d) the percentage of Football Payments as determined in accordance with clause 13.3 to Players nominated as veteran Players on the AFL Club's Primary List or included on the AFL Club's Veterans List;
- (e) the Football Payments made to a Rookie temporarily promoted to the Primary List of an AFL Club to replace a Player transferred to the Long Term Injury List;

- (f) subject to clause 16, payments made to a Player pursuant to a bona fide marketing contract made in accordance with the Guidelines for Additional Services Agreements;
- (g) testimonial payments made to an AFL Player in accordance with clause 15;
- (h) Match payments (at the Player's contract rate for Matches played in the AFL Premiership Season) made to AFL Players participating in the AFL Finals Series Matches or the finals allowance determined by AFL from year-to-year, whichever is the greater;
- (i) the cost of air fares and accommodation paid by an AFL Club under clause 31;
- (j) 50% of Football Payments to Rookie Players nominated under clause 14; and
- (k) living expenses paid under paragraph 8.3 of Schedule B.

11.7 Each AFL Club must expend no less than 92.5% of the Total Player Payments in Football Payments (that are included in the Total Player Payments calculation) to Players on its Club Lists. Where an AFL Club does not expend this amount in payments to Players on its Lists, the AFL Club shall be required to pay to the AFL, any shortfall in Football Payments. AFL shall advise AFLPA whether each Club has expended 92.5% of the Total Player Payments in Football Payments and shall advise AFLPA of any shortfall by any AFL Club including the amount of such shortfall. Any shortfall will be distributed in an equitable manner between the Players in the AFL Club in a manner determined by the AFL and AFLPA after consultation with the Players.

11.8 In order to assist AFL Clubs and AFL Players to better understand their obligations in respect of the Total Player Payments provisions of the Rules, AFL shall require AFL Clubs to disclose details of their Total Player Payments to AFL both as currently required by the AFL Player Rules and at a time between the middle of the AFL Season and a reasonable time before commencement of the trading period prior to the next National Draft in the format as requested by AFL from time-to-time. Such information shall be provided to AFLPA by the AFL in a summary form, as agreed between the AFL and AFLPA and shall as a minimum include the estimated Total Player Payments for the following season and the bases and assumptions upon which the estimate is based. The summary shall be disseminated to the Club and the AFLPA. The AFLPA may provide to the member who has enquired (and only if such Player has been requested by his Club to take a reduction in payments for the following season or seasons), only the estimate of the Club's Total Player Payment position for next season and the bases and assumptions upon which the estimate was based provided that no bases or assumptions referable to a particular individual Player shall be made available. Such information shall only be provided on a strict confidential basis and the Player will be required to sign a

Confidentiality Agreement in this regard to be agreed to by the AFL and the AFLPA.

- 11.9 Long service leave payments made by an AFL Club to a Player pursuant to the AFL Player's Long Service Leave Agreement (whether paid on termination or otherwise) shall be included in Total Player Payments.

## 12. LONG TERM INJURY LIST

- 12.1 Each AFL Club may apply to the AFL General Manager – Football Operations to transfer a Player suffering a long term injury from its Primary List to its Long Term Injury List. A long term injury means an injury or illness suffered by a Player which, in the opinion of the AFL Medical Officer, after consultation with the AFL Club Medical Officer, will prevent or is likely to prevent a Player, having due regard to his health and safety, from participating in a Match for a period of not less than eight weeks from the date the injury or illness is diagnosed.
- 12.2 (a) A Player's name may only be added to the Long Term Injury List with the Player's consent and with the approval of the AFL General Manager – Football Operations.
- (b) An injured Player who is transferred to an AFL Club's Long Term Injury List is ineligible to play in the AFL Competition or a State Body competition for the period:
- (i) the Player's name is on the AFL Club's Long Term Injury List; or
- (ii) of eight weeks,
- whichever is greater. The period shall commence from the day on which the AFL General Manager – Football Operations gives his approval for the injured Player to transfer to the AFL Club's Long Term Injury List.
- (c) An AFL Club is unable to transfer an injured Player to or from its Long Term Injury List after round 18 of the AFL Premiership Season in each year.
- 12.3 For the period a Player remains on the Long Term Injury List of an AFL Club, that AFL Club may apply to the AFL General Manager – Football Operations for permission to temporarily promote a Rookie to its Primary List and subject to paragraph 4.7 of Schedule B, any payments made to the Rookie for the period that the Rookie remains on the Primary List as a replacement for a Player on the Long Term Injury List, shall be excluded from the Total Player Payments of the AFL Club.
- 12.4 At least seven days prior to the National Draft Selection Meeting, each AFL Club must determine whether a Player on the Long Term Injury List is to be included in the AFL Club's Primary List for the following AFL Season.

- 12.5 Football Payments made to a Player on the Long Term Injury List shall be included in calculating the Total Player Payments for the AFL Club.
- 12.6 When an AFL Club transfers a Player from the Long Term Injury List back to the Primary List (“the date of transfer”) and the Rookie who was temporarily promoted to the Primary List in accordance with sub-clause 12.3 in respect of that Player remains on the Primary List after the date of transfer:
- (a) the Rookie shall be taken into account in calculating the number of Players on the Primary List for so long as the name of the Rookie remains on the Primary List after the date of transfer; and
  - (b) the Football Payments made to the Rookie in respect of the period his name remains on the Primary List after the date of transfer shall be taken into account in calculating the Total Player Payments of that AFL Club.
- 12.7 The provisions of sub-clause 12.6 shall not apply to circumstances where the name of the Rookie remains on the Primary List after the date of transfer for the purpose of replacing another Player whose name is on the Long Term Injury List.

### **13. VETERANS LIST**

- 13.1 (a) An AFL Club may nominate for each AFL Season up to two eligible Players to be transferred from its Primary List to the Veterans List and/or any number of eligible Players to be classified as a veteran on its Primary List, provided the transfer or classification occurs no later than two weeks after the Pre-Season Draft prior to the relevant AFL Season.
- (b) An AFL Club which classifies a Player on its Primary List as a veteran, may, at a later stage, but no later than two weeks after the Pre-Season Draft prior to the relevant AFL Season, transfer the Player to the AFL Club’s Veterans List.
- (c) A Player who is transferred to the AFL Club’s Veterans List can only be transferred back to the Primary List of the AFL Club between the end of an AFL Season and two weeks after the Pre-Season Draft prior to the next AFL Season and provided that Player remains classified as a veteran on the Primary List.
- (d) A Player that is classified as a veteran on the Primary List must remain classified as a Veteran until that Player leaves the Club or is transferred to the Veterans List.
- 13.2 A Player is eligible for inclusion on an AFL Club’s Veterans List or to be classified as a veteran, on the Primary List if:
- (a) the Player has been at the AFL Club on the Primary List for at least ten (10) years; and

- (b) the Player is 30 years of age or older as at 30 September in the relevant AFL Season,

provided that in the case of Fremantle and Port Adelaide, a Player will be eligible if he:

- is 30 years of age or older as at 30 September in the relevant AFL Season; and
- has been on the AFL Club's Primary List since inception of the AFL Club into the AFL Competition.

Once an AFL Club to which these exceptions apply has been in the AFL Competition for 10 years, the exception will cease to apply to that AFL Club and thereafter the provisions of sub-clauses 13.2(a) and (b) will apply.

- 13.3 For Total Player Payment purposes, a proportion (as set out in the following table) of Football Payments to each Veteran shall be excluded from Total Player Payments, such proportion to vary depending on the number of Veterans at each Club:

Number of Veterans	Percentage of Football Payments Excluded from TPP
1	50
2	50
3	$33\frac{1}{3}$
4	25
5	20
Any number greater than 5	$100 \div \text{number of Veterans}$

## 14. PLAYER LISTS

- 14.1 Each AFL Club shall maintain minimum and maximum numbers of Players on their Lists. During the term, the maximum Primary List size shall be 38 and Veterans List size shall be 2.
- 14.2 The minimum number of Players on the Club's Primary List and Veterans List combined shall be 38, save for 2004, where the minimum shall be 37.
- 14.3 The number of Players referred to in clause 14.1 and 14.2 shall be Players included on the AFL Club's Primary List and Veterans List and shall be in addition to the allowable number of Rookies including eligible Rookies as defined in the Rules. The maximum number of Rookies and Players on the Primary List shall be in accordance with Schedule C.
- 14.4 There shall be a limit of two Players that may be placed on a Club's Veterans List with no limit on the number of Players that may be classified as veterans on the AFL Club's Primary List.

- 14.5 An AFL Club is eligible to nominate a Rookie Player as being eligible for senior selection if it has 38 Players on its Primary List not including Veterans at the conclusion of the Pre-Season Draft and it otherwise satisfies the requirements of this clause 14.
- 14.6 An AFL Club which is eligible to nominate a Rookie Player pursuant to clause 14.5 may:
- (a) where the AFL Club has nominated one Player on its Veterans List, nominate one Player from its Rookie List as being available for selection by that AFL Club for AFL Premiership Season Matches and AFL Finals Series Matches; and
  - (b) where the AFL Club has not nominated a Player on its Veterans List, nominate up to two Players from its Rookie List as being available for selection by the AFL Club for AFL Premiership Season Matches and AFL Finals Series Matches.
- 14.7 The right of an AFL Club to nominate a Rookie Player under clause 14.6 is subject to the AFL Club demonstrating to the satisfaction of the Investigations Manager that it can accommodate within its Total Player Payments the Football Payments which must be paid to the Rookie Player as prescribed by paragraph 4 of Schedule B.
- 14.8 One half of the Football Payments in respect of a Rookie Player nominated under this clause 14 shall be excluded from the relevant AFL Club's Total Player Payments.
- 14.9 No Player shall be delisted from the List of an AFL Club from the period immediately following the Pre-Season Draft until the day immediately after the next trading period without the consent of the AFL General Manager – Football Operations.
- 14.10 Each AFL Club agrees to follow the procedure relating to delisting of a Player as follows:
- (a) the Player after being given reasonable notice of the time, date and place of the meeting, will meet with the senior coach, football manager or other person nominated by the Club who will inform the Player, on an individual basis, that the Club has decided to delist the Player and the reasons the Club has for delisting the Player;
  - (b) unless otherwise agreed, details of the discussions taken place under sub-paragraph (a) will be kept confidential;
  - (c) should the Player fail to meet an appointment reasonably made by the Club for the purposes set out in sub-paragraph (a), the Club may inform the Player of that Player's delisting in such other manner determined by the Club;

- (d) after the Club has advised the Player of his delisting, the Club will arrange for the Player to meet with the Club's Player Development Manager or similar personnel as soon as practicable;
- (e) the Player Development Manager will provide the Player with information regarding the career transition process that the Club has in place;
- (f) AFLPA shall provide each Club with an information booklet which outlines the career transition services available to Players through the AFLPA and the Club shall pass this information onto the Player;
- (g) the Player Development Manager will, with the Player's consent, immediately contact the nominated AFLPA Representative and inform that person of the details of the Player's delisting;
- (h) AFLPA shall encourage all delisted Players to commit to a career transition consultation with a qualified careers consultant;
- (i) each Club shall arrange at its cost for a termination medical to be conducted on the Player and the Club shall provide the Player with details of the Player's hospital and medical insurance including the name of the insurer, the level of cover and the expiry date of the policy. The Player shall be obliged to attend the medical examination at a time and place and with a doctor to be mutually agreed to between the Player and the Club and in any event as soon as practicable after the de-listing of the Player. A copy of the medical report shall be forwarded to the Player and the Club shall not release the medical report to any other person unless the Player agrees in writing or unless the Club is otherwise required to disclose the medical report to the AFL as part of the AFL's duty of disclosure to the AFL's insurer.

## 15. TESTIMONIALS

- 15.1 An AFL Club may nominate to the AFL, one Player on the AFL Club's List who has had not less than 10 years service with the AFL Club ("the Testimonial Player"), that it proposes to conduct a testimonial program for the Testimonial Player in a particular year, provided that in the case of Port Adelaide and Fremantle a Player will be eligible to be nominated a Testimonial Player if the Player has been on the AFL Club's Primary List or Veteran's List since inception of the AFL Club into the AFL Competition and is at least 32 years of age on 31 December prior to the beginning of the relevant AFL Season. The proviso for Port Adelaide and Fremantle will respectively cease to apply once those Clubs have been in the AFL Competition for ten years.
- 15.2 An AFL Club which proposes to nominate a Testimonial Player must prior to 1<sup>st</sup> March in the relevant year:

- (a) notify the AFL in writing of the name of the Testimonial Player; and
- (b) lodge with the AFL the testimonial program that the AFL Club proposes to conduct.

15.3 Where the AFL has approved the nomination and testimonial program, the AFL Club shall pay an amount to the Player, which amount up to a maximum of \$100,000 shall be outside of and not taken into account in calculating the Total Player Payments of that AFL Club.

15.4 This payment may only be paid to the Player on his ceasing to play with the relevant Club provided that the payment should not be made to the Player until after the Pre Season Draft in the year the Player leaves the Club.

## **16. ADDITIONAL SERVICES AGREEMENTS**

16.1 A Player, or an Associate of a Player which has been licensed to use the Player's Image, may contract with an AFL Club and/or Sponsor of an AFL Club to derive payments as a direct result of bona fide promotions/marketing by that Player in accordance with the Guidelines for Additional Services Agreements and the definition of Football Payments. Such arrangements are separate and distinct from the Standard Playing Contract which regulates the employment of a Player to play Australian Football for an AFL Club. Payments made pursuant to a marketing contract shall be in addition to and separate from payments made to the Player for performance of service as a professional footballer and shall not be taken into account in calculating Total Player Payments except as provided in sub-clause 16.2.

16.2 For each AFL Club, where the total of payments to Players of that AFL Club for Additional Services Agreements in the relevant year exceeds \$427,000 for the 2004 year or \$440,000 for the 2005 and 2006 years respectively, any excess shall, subject to sub-clause 16.3, be taken into account in calculating the Total Player Payments of the AFL Club in that year. In calculating the total of payments to Players under Additional Services Agreements, the amount of any goods and services tax payable to a Player or to an Associate of a Player shall be excluded.

16.3 Where the Total Player Payments to Players of an AFL Club for Additional Services Agreements exceeds or will exceed the amount set out in clause 16.2 in any year, such contracts shall be referred to the AFL General Manager – Football Operations. The AFL General Manager – Football Operations may determine that any such excess (or part thereof) shall not be taken into account in calculating the Total Player Payments of the AFL Club in that year.

16.4 An Additional Services Agreement must:

- (a) be in writing;
- (b) represent bona fide commercially based arrangements; and

- (c) be lodged with the AFL within 28 days of the date of the signing of the contract by the parties.
- 16.5 The Investigations Manager must be satisfied that an Additional Services Agreement is bona fide and if he is not so satisfied, the payments made by the AFL Club or Sponsor of an AFL Club under the Additional Services Agreement shall be included in the Total Player Payments of the AFL Club.
- 16.6 Where a Player or an Associate of a Player enters into a marketing contract with an AFL Club or a Sponsor of an AFL Club after the AFL Club has submitted to the AFL details of all Additional Services Agreements, the details of such contracts shall be submitted to the AFL General Manager - Football Operations to be dealt with in accordance with the provisions of clause 16.3.
- 16.7 Subject to clause 16.9, bona fide commercial arrangements between a Player or an Associate of a Player and Sponsor of an AFL Club which has no connection to the Club Sponsorship and which comply with the provisions of clause 16.8, may be approved by the AFL General Manager - Football Operations in his absolute discretion and if so, payments in respect of such arrangements shall not be included in the AFL Club's Additional Services Agreement limit set out in clause 16.2 or included in the AFL Club's Total Player Payments.
- 16.8 When a Player or an Associate of a Player proposes to enter into a commercial arrangement with a Sponsor of the AFL Club the Player is listed with, the Player must:
- (a) submit all relevant details, as may reasonably be required, to the AFL General Manager - Football Operations; and
  - (b) notify the AFL Club of the general nature of the proposed arrangement,
- prior to the date of the commencement of the commercial arrangement. In the event that the AFL General Manager - Football Operations approves such commercial arrangement under clause 16.7, such approval shall apply for the term of that commercial arrangement.
- 16.9 The provisions of clauses 16.7 to 16.8 inclusive do not apply to pre-existing agreements that were entered into prior to the date the relevant sponsorship of the AFL Club commenced or a renewal or continuation of those agreements.
- 16.10 AFL Clubs shall advise their Players of all of the Club's Sponsors by 15<sup>th</sup> February each year where possible and update them of any new sponsorships during the year as soon as practicable and each Player shall advise that Player's Club of any agreement the Player has with the Club's Sponsors (including AFL Club Protected Sponsors).

## 17. OPTIONS 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.

## 18. PLAYER'S CONTRACT

- 18.1 All contracts for the playing of Australian Football entered into between a Player, an AFL Club and the AFL shall be in the form of the Standard Playing Contract.
- 18.2 The AFL and the AFLPA shall continue to review the provisions of the Standard Playing Contract through a working party to be established pursuant to this Agreement.
- 18.3 All Standard Playing Contracts, variations and Additional Service Agreements lodged with the AFL shall be supported by statutory declarations made by each of the following persons:
- (a) the Player;
  - (b) an officer of the AFL Club who had the care and conduct of negotiating with the Player; and
  - (c) an Accredited Agent, parent or legal guardian, as the case may be, who has been authorised by the Player to act on his behalf in negotiating with the AFL Club.

The terms of the statutory declaration shall be in a form determined from time to time by the AFL in consultation with the AFLPA.

- 18.4 The AFL and the AFLPA recognise that Player Contracts between AFL Clubs and Players create legally binding obligations and that the parties to such agreements have legitimate expectations that the terms of such agreements will be honoured.
- 18.5 No AFL Club shall exchange any Player unless the Player has been given as much notice as possible by the AFL Club of its intention to trade without any duress being applied by the AFL Club, its employees or agents to the player and the Player genuinely consents to the trade.
- 18.6 In the event that the provisions of sub clause 18.5 operates, in the reasonable opinion of the AFLPA, in a manner inconsistent with the spirit and intention of the parties in introducing that clause, the following provision shall apply from a date to be agreed between the AFLPA and the AFL:

*“Save and except where in the opinion of the General Manager – Football Operations, there are exceptional and compelling circumstances that make it harsh and unconscionable for a Player not to be exchanged, no AFL Club shall exchange any Player who has not completed at least one AFL Season under his current contract with the AFL Club or such lesser period as agreed between AFL and AFLPA”.*

- 18.7 When a first year Player is first drafted by an AFL Club, that Player and the AFL Club shall enter into a playing contract for a minimum term of two years except in the case of a Player who has previously been drafted as a Rookie.
- 18.8 Where a person, who has nominated for the AFL Draft, can demonstrate to the AFL General Manager that the provisions of sub clause 18.7 would operate to unreasonably restrain him from obtaining employment with an AFL Club as a professional footballer, the provisions of the sub clause 18.7 will not apply.

## **19. LOSS OF AFL CLUB LICENCE**

- 19.1 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 in the AFL, the AFL shall in those circumstances assume liability for payment of all Football Payments 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 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 and subject to clause 19.2, the AFL shall have the right, where it has assumed liability for payment of Football Payments 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 Agreement 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 AFL; and

- (d) where the AFL has assumed liability for payment of Football Payments 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 strictly limited to the obligations set out in this clause.

19.2 Where the AFL assumes liability for payment of Football Payments due to the Player of an AFL Club and the Football Payments due to the Player had been reduced as a result of financial circumstances of the AFL Club, the AFL will, where the Player so requests for the purpose of this clause, assume the liability in respect of the Football Payments due to the Player immediately prior to the reduction subject to the Player accepting the reasonable directions of AFL to take up employment with an AFL Club nominated by the AFL.

19.3 A Player shall have the right to appeal to the Appeal Board against any direction by the AFL to the Player to play with a particular AFL Club where there are exceptional and compelling circumstances which make it or would make it harsh and unconscionable for the Player to be bound to play with the AFL Club nominated by AFL. The provisions of Rule 8 of the AFL Player Rules shall apply in this instance.

## **20. USE OF PLAYER IMAGE**

- 20.1 (a) The Parties agree that a Player may use his own Image or license the use of his own Image provided that such use:
- (i) does not conflict with an AFL Protected Sponsor;
  - (ii) does not conflict with an AFL Club Protected Sponsor;
  - (iii) it is not prejudicial to Australian Football;
  - (iv) does not use AFL Intellectual Property or Club Intellectual Property without the consent of the AFL or the relevant AFL Club; and
  - (v) does not use other AFL property (including, without limitation, playing and on field uniforms and other items within the AFL on field policy) without the consent of the AFL.
- (b) Each AFL Club may have up to four AFL Club protected sponsors. An AFL Club Protected Sponsor is a sponsor nominated by the AFL Club which has contributed to the AFL Club no less than \$250,000 per year. This amount shall be reviewed in conjunction with the general review of this Agreement pursuant to clause 4.1. Each AFL Club shall notify its Players and AFLPA in writing of the Club's Protected Sponsors for each AFL Season by 15 February in each year provided that where a Club's Protected Sponsors change during a year, the AFL Club shall notify its Players and AFLPA in writing as soon as possible of such occurrence.

- 20.2 The sum of \$250,000 referred to in clause 20.1(b) shall not apply to an AFL Club Protected Sponsor which has an existing sponsorship contract with an AFL Club that was entered into prior to 1 November 2003 and in lieu thereof, the amounts set out in clause 33.1(b) of the 1998 CBA shall apply. The sum of \$250,000 per year shall apply to any renewal or extension of a contract entered into after 1 November 2003 or any new sponsorship contract entered into after that date.
- 20.3 The amounts referred to in sub-clause 20.1(b) and clause 20.2 shall be taken to include the cash value of the sponsorship contract and/or the value of services or product provided under the sponsorship (calculated at the wholesale value of such services or product).
- 20.4 The AFLPA acknowledges that the AFL Licensing Operational Guidelines sets out in more detail the way in which a Player may use his Image in accordance with this Agreement and the AFL, AFLPA and Players agree to comply with AFL Licensing Operational Guidelines.
- 20.5 Each Player hereby authorises AFL and the relevant AFL Club to use the Player's Image, at no cost to AFL or the AFL Club, for promotion of Australian Football, the AFL Club or the AFL, as the case may be, including the use of his Image to promote Australian Football, where such promotion includes promotion of the AFL Protected Sponsors and AFL Club Protected Sponsors. Players hereby assign to the AFL any copyright or other rights Players hold or may hold in connection with such promotional activities or AFL Licensing Activities provided such activities are conducted in the manner set out in Schedule E as varied from time-to-time.

## **21. GAME DEVELOPMENT AND PROMOTION**

- 21.1 (a) All Players shall be available for one half day per fortnight during each year of the term of this Agreement save and except for periods of leave, to participate in bona fide appearances for development of the game of Australian Football as well as AFL and AFL Club promotion. Fifteen of such appearances shall be scheduled by the Player's AFL Club and the remaining six appearances shall be scheduled by AFL.
- (b) The AFL and each AFL Club shall consult with representatives of the Players at each Club (including the AFLPA delegate) on the programme of appearances for the forthcoming year.
- (c) Such consultations shall be concluded prior to the commencement of the Christmas-New Year break.
- (d) In the absence of agreement of the programming of appearances, such appearances shall be scheduled by AFL Clubs or the AFL as the case may be and notified to the Player as follows:

- (i) 75% of such appearances must be set out in a schedule specifying the time, date, location and nature of appearance, which schedule must be provided to the Player, no later than 1 April in the relevant year;
  - (ii) 25% of such appearances must be notified to each Player at least a fortnight prior to the date of the required appearance. Such notification must specify the time, date, location and nature of the appearance.
- (e) A Player shall be given written confirmation by his AFL Club of each programmed appearance 14 days prior to the date of the appearance and shall be given a further reminder 7 days prior to such date.
- (f) In programming the 21 half day appearances and allocating those appearances amongst the Players in an AFL Club, the following factors shall be taken into account:
- (i) the equitable sharing of the work load of appearances amongst the Players;
  - (ii) the varying periods of Player time involved in appearances and the different periods of time spent travelling to and from the location at which appearances are held;
  - (iii) any relevant skill or attribute a Player has for a particular type of appearance; and
  - (iv) the training, playing and other commitments of the Players.
- (g) In the event that an AFL Club imposes activities on a Player which prevents the Player from fulfilling an allocated appearance, the Player will not be held responsible for the non-appearance nor will he be subject to penalty.

21.2 The AFLPA and AFL agree that in order to provide AFL Clubs and Players with guidance of the programming of the 21 half day appearances, an appearance may be less than but will not, as a general rule, exceed four hours in duration, provided that with the Player's agreement:

- (a) an appearance may be scheduled over two separate occasions, provided that the total duration shall not exceed four hours;
- (b) two half day appearances may be combined in one full day to facilitate events of a longer duration such as country visits.

Nothing in this clause 21.2 shall be construed as entitling the AFL or AFL Clubs to program 84 hours of a Player's time for appearances.

- 21.3 The promotional activities that a Player shall make himself available for, under clause 21.1, shall include those directed at:
- (a) increasing participation in, and development of, Australian Football;
  - (b) increasing Match attendance;
  - (c) increasing AFL and AFL Club membership;
  - (d) building and improving community relations; and
  - (e) promotion of AFL or the AFL Club to AFL Protected Sponsors or AFL Club Protected Sponsors (excluding appearances directly related to products or services of sponsors or the promotion of sponsors to the public except where that promotion is incidental to activities set out in paragraphs 21.3(a), (b), (c) or (d)).

Such activities may include attendances at AFL functions, launches and presentation of Player awards as set out in sub clauses 22.4 and 22.5, the AFL Hall of Fame, publication launches, promotions and media appearances, but the attendance of Players at community camps shall not be included in the appearances a Player is required to perform under clause 21.1.

- 21.4 In the event AFL Club or AFL travel arrangements are not made, a Player shall be entitled to be reimbursed for travel in excess of a 150 kilometre round trip from the point of departure from the Player's home, place of work or the Club's usual home training facility at an agreed per kilometre rate.
- 21.5 Any cancellation by an AFL Club or the AFL of an appearance required by a Player (other than where such cancellation arises due to an event of beyond the reasonable control of the AFL Club or the AFL as the case may be) must be advised to the Player as soon as practicable provided that where less than two days notice has been given, the AFL Club or the AFL, as the case may be, shall not be entitled to reschedule the appearance.
- 21.6 A Player must notify the AFL Club or the AFL, as the case may be, as soon as practicable, but in any event, no less than two days prior to the required appearance of any inability to attend any such appearance that has been scheduled or notified in accordance with this clause 21. The Player must provide reasons for his inability to attend and such reasons must be or relate to matters which are beyond the Player's control. The Player is obliged to use his best endeavours to arrange for another Player of comparable reputation from the same Club to attend the appearance. A failure to attend in any one year any scheduled appearance by a Player other than as is permitted by this clause will be deemed to be a breach of this Agreement by the Player, and the AFL or the AFL Club, as the case may be, may reschedule the appearance and/or impose a sanction against the Player in accordance with the following:

- 1<sup>st</sup> Offence: A fine of \$250 for a Club appearance and \$500 for an AFL appearance;
- 2<sup>nd</sup> Offence: A fine of \$500 for a Club appearance and \$1,000 for an AFL appearance and in either event, an extra one appearance be scheduled for the Player;
- 3<sup>rd</sup> or Subsequent Offence: \$1,500 for a Club appearance and \$3,000 for an AFL Appearance.

For the purposes of this clause each year shall stand alone and no offence in the previous year or years shall count as an offence in any following year/s. Any cancelled appearance may be rescheduled by the Club or the AFL, as the case may be subject to clause 21.5.

- 21.7 Any scheduling or rescheduling of Player appearances pursuant to this clause 21 shall be reasonably spread throughout the relevant part of the year, but having regard to peak requirements for AFL and Club promotion. All fines shall be reinvested into development programs.
- 21.8 The AFL and each AFL Club shall not schedule appearances during:
- (a) any periods of leave that a Player is entitled to take under this Agreement or under any applicable long service leave certified agreement, save with the consent of that Player;
  - (b) a Player's one day off each week.
- 21.9 Subject to any legally enforceable agreements in place at the date of execution of this Agreement, no Player shall, during the term of this Agreement, enter into any arrangements with any person, corporation or entity designed to or which have the effect of restricting or limiting a Player's participation in any media interview or his general availability to all sections of the media. For clarification and the avoidance of doubt, Players may contract with any media organisation for so long as such contract does not preclude a Player from appearing on or in any other media.
- 21.10 A Player may be requested by an AFL Club to participate in post Match, pre or post training interviews but shall not be directed by the AFL Club to do a media interview during the Player's free time.
- 21.11 Nothing in this clause 21 shall entitle an AFL Club or the AFL to require a Player to appear to promote the AFL Club or the AFL to a sponsor where that Player or an Associate of that Player has a commercial arrangement with a competitor of that sponsor and written notice of that commercial arrangement has been provided by the Player to that Player's Club and to the AFLPA and provided that this clause shall not apply to allow a Player to avoid a promotion that involves an AFL Protected Sponsor or an AFL Club Protected Sponsor.

21.12 Notwithstanding the provisions of clause 4, the AFLPA may seek, at the mid term review, to review the provisions of sub clause 21.3 in respect of the Hall of Fame. It is agreed that in any review that may take place the parties will consider, amongst other factors:

- the business performance of the Hall of Fame;
- the frequency and level of involvement of the Players in the activities of the Hall of Fame
- the representations made to the AFLPA during the negotiations of this Agreement in relation to the Hall of Fame.

Appearances by Players at the Hall of Fame shall be co-ordinated by the AFL and the use of a Player's Image in respect of the Hall of Fame requires the consent of a Player which consent shall not be unreasonably withheld. Typical instances where consent will be deemed to have been withheld reasonably are where the Hall of Fame promotional activity relates to tobacco, drugs or alcohol or conflicts with existing personal arrangements that have been documented to the AFLPA or the appearance or use of the Player's Image is detrimental to the Player's reputation.

## **22. LICENSING AND MARKETING**

22.1 AFL shall continue to be solely responsible for licensing and marketing of AFL branded products and services featuring AFL Intellectual Property only.

22.2 In respect of products and services branded with a combination of AFL Intellectual Property and Player Image, the parties shall create a dual licensing arrangement between them and work together to identify business opportunities for exploiting such products and services. AFL shall administer such dual licensing arrangements and the parties will negotiate in good faith for an equitable revenue split, related to various levels of revenue and taking into account the costs associated with AFL's administration of these arrangements and the historical levels of return to the Players.

22.3 In respect of products and services featuring Player Image only, Players shall be entitled to continue such promotion subject to observing the restrictions in respect of AFL Protected Sponsors and relevant AFL Club Protected Sponsors. Additionally, it is acknowledged that the AFLPA shall be entitled to conduct a licensing and marketing program featuring Player Image only, provided that such program shall not prejudice AFL licensing and marketing conducted in accordance with clauses 22.1 and 22.2.

22.4 Subject to sub clause 22.5, the AFL and its sponsors shall be entitled to utilise the Image of Players in respect of promotion and publication of the awards specified in the table below and any other awards which are notified to the AFLPA at the commencement of the relevant playing AFL Season and otherwise throughout the AFL Season on reasonable notice and to which the AFLPA consents.

## AFL AWARDS

The Rising Star Award  
 The Mark of the Year Award  
 The Goal of the Year Award  
 The Brownlow Medal  
 The Charity Award  
 The Norm Smith Medal  
 All Australian Team

22.5 The winner/s of the Awards referred to in sub clause 22.4 may, subject to training and other AFL Club requirements, be required to be available for the following:

- Reasonable Media Event Day Interviews
- Attendance at the Launch of the Award in the following Year
- Attendance at the Presentation of the Award in the following Year,

and the Player agrees that his Image may be used in a congratulatory advertisement promoting the Award.

22.6 The number of AFL Protected Sponsors shall be no more than five. AFL shall notify AFLPA in writing of the names of AFL Protected Sponsors for each AFL Season by 15 February in each year provided that where AFL Protected Sponsors change during the Year, AFL shall notify AFLPA and in writing as soon as possible of such change.

22.7 AFLPA undertakes not to enter into any licensing program utilising Player Images other than in accordance with the provisions of this Agreement and agrees that any other licensing arrangement that it enters into will not conflict with a sponsor of the AFL or the Licensing Activities of the AFL.

22.8 The promotion by a Player of an AFL Club Sponsor, other than where such promotion involves the promotion of Australian Football, shall be regulated in accordance with clause 16.

22.9 The licensing and marketing arrangements set out in Schedule E shall, subject to the provisions of Schedule E, apply only until 31 October 2004.

## **23. PLAYER'S FOOTWEAR/TOOLS OF TRADE**

23.1 Player footwear (including boots and running shoes) forms part of a Player's tools of trade and a Player shall be entitled to wear footwear of his choice.

23.2 The Player's ability to wear footwear of his choice must not be restricted by any future contracts entered into by the AFL, an AFL Club or in respect of an AFL Licensing Activity.

- 23.3 An AFL Club that requires a Player to purchase an item of equipment which can be reasonably considered to form part of a Player's tools of trade shall reimburse the Player for the cost of that equipment.

## **24. PLAYER EDUCATION AND TRAINING, WELFARE AND RETIREMENT**

- 24.1 AFL agrees to contribute to the AFLPA Player's Welfare Fund for 2004, 2005 and 2006, the amount contributed by AFL in the respective preceding year increased by 3%. These funds will be expended by the AFLPA for the purposes determined by it after consultation with the AFL. Such purposes may include but not be limited to Player education and training, welfare and retirement benefits.
- 24.2 For 2007 and 2008, the parties will meet during 2006 and negotiate in good faith for an increase in the payment to be made by AFL to the AFLPA Player's Welfare Fund for those years, such review to be conducted in accordance with clause 4.
- 24.3 The bodies established by AFLPA pursuant to the 1998 CBA to administer payments from the AFLPA Player's Welfare Fund shall continue to administer payments relating to education, training and Player welfare including determining the relevant criteria on which applications will be assessed, the approval of payment to be made to a Player and the imposing of any relevant conditions applicable to a payment.
- 24.4 The composition of the bodies referred to in clause 24.3 shall be determined by AFLPA, but must include a representative of the AFL (as nominated by AFL and approved by AFLPA).
- 24.5 AFLPA shall, in conjunction with relevant State training and educational authorities, identify appropriate traineeships, educational opportunities and courses, and where appropriate liaise with such authorities to establish traineeships and courses focussed on the needs of Players.
- 24.6 AFLPA shall provide regular updates to the AFL on support programs funded by monies provided to the AFLPA by AFL pursuant to this clause.
- 24.7 The AFL Clubs shall advise their Players and the AFLPA of the name of the person within the AFL Club who shall be responsible for Player development.

## **25. CONSULTATION**

- 25.1 AFL agrees to invite a representative of AFLPA to attend meetings of the AFL Commission from time-to-time.
- 25.2 AFLPA agrees to invite representatives of AFL to attend meetings of the Committee of the AFLPA from time-to-time.
- 25.3 AFL and AFLPA agree:

- (a) to be available for a workshop each year in November; and
  - (b) to conduct a conference involving representatives of each AFL Club every two years.
- 25.4 A representative of AFLPA shall be nominated by AFL to assist on the AFL committee dealing with the laws of Australian Football, who shall participate from time-to-time on a consultative basis on the matters coming before such committee.
- 25.5 A representative of AFLPA shall be nominated by AFLPA to sit on the AFL committee dealing with medical/legal issues, who shall participate from time-to-time on a consultative basis on the matters coming before such committee.
- 25.6 Each AFL Club shall provide regular updates to its Players on the financial position and future direction of the Club and such other matters that may impact on the employment of Players and/or the conditions and facilities under which the Players train and play.
- 25.7 The AFL agrees that the AFLPA shall also be invited to present to the AFL Tribunal as part of the AFL's regular end of season tribunal review.

## **26. ACCREDITED AGENTS**

- 26.1 AFL and AFLPA have recognised the right of Players to appoint an agent for negotiating individual Player contracts (including variations to such contracts) and Additional Service Agreements with an AFL Club and the role of such agents.
- 26.2 In recognition of these matters and the need to maintain a proper balance between the interests of individual Players and the AFL Competition, and the benefits to the Players and the AFL Competition of agents having appropriate experience, training and qualifications and demonstrating a thorough understanding of the AFL Player Rules, the Standard Playing Contract, this Agreement and relevant Codes of Conduct, the parties agree that all agents acting for and on behalf of Players must at all times be accredited by the AFL Players' Association Player Agent Accreditation Board or such other body as approved by the AFL and AFLPA.
- 26.3 All such agents must maintain such accreditation at all times thereafter whilst continuing to act as agents for and on behalf of Players.
- 26.4 In the negotiation of any new contracts to be entered into between Players and AFL Clubs, AFL Clubs shall only negotiate with the Player, an Accredited Agent or a parent or legal guardian of the Player.

## **27. CODE OF CONDUCT**

The parties agree to review the provisions of the Code of Conduct, acting in good faith.

## 28. RIGHTS AND OBLIGATIONS OF AFLPA

### 28.1 *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 AFL Club.

### 28.2 *Collection of AFLPA Membership Dues*

Upon being provided an authority by a Player under sub-clause 28.3, an AFL Club shall deduct annual AFLPA membership dues from the payments due to a Player and shall forward payment in full to the AFLPA on or before 1st April 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 1<sup>st</sup> April 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 1<sup>st</sup> April of each year.

### 28.3 *Authority Form*

The AFLPA shall provide an AFL Club with an individual deduction authority form from each Player authorising the AFL Club to deduct AFLPA membership dues. An existing authority shall be treated as continuing unless cancelled by the Player concerned.

### 28.4 *Right of Entry*

An AFLPA representative shall be entitled to reasonable access to interview Players of an AFL Club on the AFL 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 AFL Club functions are not disrupted or interfered with in any way,

and the AFL Club must, in good faith, facilitate such access.

### 28.5 *AFLPA Committee*

- (a) A Player who is a member of the Committee of the AFLPA shall be entitled to attend up to 8 meetings of the AFLPA per year provided the relevant AFL Club is given not less than 14 days notice by the Player or AFLPA of the time, date and place of the meeting.

- (b) A Player who is a member of the Committee of the AFLPA or who is a delegate or deputy delegate of the AFLPA shall be entitled to attend the AFLPA annual committee and delegates conference, provided that the relevant AFL Club is given not less than 14 days notice by the Player or AFLPA of the time, date and place of the meeting.

## **29. SAFE WORKING ENVIRONMENT**

- 29.1 Each AFL Club, as the employer of Players, has obligations under the Occupational Health and Safety legislation in the respective States to take all reasonable steps to protect the health and safety of Players at work. Each AFL Club shall set up appropriate workplace consultative procedures involving Players and other employees consistent with relevant Occupational Health and Safety legislation to progress health and safety issues.
- 29.2 The parties, AFL Clubs and where appropriate, venue operators, shall meet biannually to discuss general industry matters relating to occupational health and safety matters including heat limits and other potential work place hazards or matters affecting Player welfare, such meetings to be convened by AFL. As part of this process, the parties shall consult with and obtain the views of the AFL Medical Officers Association.
- 29.3 The AFL and each AFL Club agrees to provide adequate carparking at venues for AFL Matches for Players and participating teams and for such carparking to be at locations that will provide as far as practicable a safe entry to and exit from the areas of the venue for Players to prepare. Clubs shall use reasonable endeavours to make underground parking available to Players at venues that have underground parking.

## **30. MATCH TICKETS**

- 30.1 The AFL in conjunction with the AFLPA shall make arrangements to enable each Player on the Primary List and the Veterans List of an AFL Club to:
  - (a) receive from the AFL (either directly or through the AFLPA) up to four tickets to Premiership Season Matches (entitling entrance to the ground) at no cost to the Player; and
  - (b) purchase from the AFL Club up to 2 tickets at face value for all AFL Premiership Season Matches and AFL Finals Series Matches (except the Grand Final).

AFL Players selected to compete in a Finals Series Match shall be entitled to a further two tickets for that Finals Series match at no cost.

- 30.2 An AFL Player on the Primary List, Long Term Injury List or the Veterans List of an AFL Club, shall be entitled to purchase from the AFL up to two Grand Final tickets at face value. Such tickets shall be deducted from the allocation of the relevant AFL Club. AFL Players selected to compete in the Grand Final shall be entitled to a further two Grand Final tickets at no cost. Such tickets shall be deducted from the extra allocation made to the relevant competing AFL Club.
- 30.3 A Rookie shall receive up to two tickets (entitling entrance to the ground for AFL Premiership Season Matches) at no cost to the Rookie. Such tickets shall be deducted from the allocation to the relevant AFL Club.
- 30.4 The AFL shall, in consultation with the AFLPA, determine appropriate arrangements to apply to the distribution and purchase of these Match tickets.

### **31. GRAND FINAL**

Subject to prior approval by the AFL, each AFL Club may meet the cost of airfares and accommodation costs for one person per Player travelling from interstate to the Grand Final. These costs shall not be included in the AFL Club's Total Player Payments.

### **32. NON-COMPLIANCE**

- 32.1 Where an AFL Club has breached a material provision of this Agreement and fails to remedy the breach within seven (7) days of receipt of written notice being given by the AFL or the AFLPA to the AFL Club, such AFL Club shall be liable to sanctions for each week the breach continues.
- 32.2 The amount of the sanction shall be determined by the AFL and the AFLPA but shall not exceed 50 units (as defined in the AFL Player Rules) in respect of any one breach.

### **33. GRIEVANCE PROCEDURE**

#### **33.1 Definitions**

In this clause 33:

a "grievance" means any issue or dispute between:

- (a) a Player and the AFL and/or an AFL Club; or
- (b) the AFLPA and the AFL and/or an AFL Club,

arising out of or in respect of the employment of a Player or the application, operation or interpretation of the provisions of this Agreement (including the provisions of the AFL Licensing Operational Guidelines).

"Grievance Tribunal" means the tribunal established under this Agreement.

“Notifier” means the person who notifies a dispute to the Grievance Tribunal.

“Respondent” means the person against whom a notification is made to the Grievance Tribunal.

### 33.2 Resolution of Grievances

Grievances will, subject to the provisions of this clause, be resolved exclusively in accordance with the procedures set out in this clause. The parties in dealing with a grievance shall at all times use their best endeavours to resolve the grievance as soon as practicable.

### 33.3 Procedure – Player/AFL Club Grievance

- (a) Where an AFL Player has a grievance, the Player shall first raise the grievance with the Football Manager of the AFL Club. The Football Manager shall meet with the Player within seven days of the grievance first being raised and the Player shall be entitled to be represented at any relevant meeting by the Player’s Accredited Agent.
- (b) If the matter is not resolved within 14 days of the Player submitting it to the Football Manager of the AFL Club, the grievance shall be referred to the AFLPA and the General Manager of the AFL Club concerned for further discussion. The Player and the Player’s Accredited Agent may attend the meeting between the AFLPA and the General Manager.
- (c) If the matter is unable to be resolved at AFL Club level, the matter shall be expeditiously referred to the AFL General Manager – Football Operations and the Chief Executive Officer of the AFLPA for further discussion. The Player and the Player’s Accredited Agent may attend the meeting between those two persons.
- (d) If the matter remains unresolved, the grievance may be referred by either the Player or the AFL Club to the Grievance Tribunal for resolution. The AFL General Manager – Football Operations shall convene a meeting of the Grievance Tribunal as expeditiously as possible but no later than 30 days after the matter has been referred by either party for resolution. The Player and the AFL Club shall be entitled to be represented at the Grievance Tribunal.

### 33.4 Procedure – AFLPA/AFL Club Grievance

- (a) Where a grievance arises between the AFLPA and an AFL Club, the grievance shall be referred to the AFL General Manager – Football Operations who shall confer with the AFLPA and the AFL Club, with a view to the grievance being resolved.

- (b) If the matter remains unresolved, either party may refer the grievance to the Grievance Tribunal.

### 33.5 Procedure – AFLPA/AFL Grievance

- (a) Where a grievance arises between the AFLPA and the AFL, the parties shall confer with a view to the grievance being resolved.
- (b) If the matter remains unresolved, either party may refer the grievance to the Grievance Tribunal.

### 33.6 Procedure – Player / AFL Grievance

- (a) Where a grievance arises between a Player and the AFL, the Player (or his authorised representative) shall first raise the issue with the AFL General Manager – Football Operations or AFL General Manager – Commercial Operations (which ever is appropriate);
- (b) If the matter is not resolved within 14 days of the grievance being referred to the relevant AFL General Manager, then the matter shall be referred to AFLPA and an AFL General Manager;
- (c) If still unresolved, either party may refer the grievance to the Grievance Tribunal.

### 33.7 Election

- (a) Where a grievance has been raised by a Player or the AFLPA and the relevant parties have conferred in accordance with the procedures set out above but have been unable to resolve the grievance, the Player or the AFLPA, as the case maybe, who first raised the grievance with the AFL Club or the AFL, may notwithstanding anything to contrary in this Agreement, elect to refer the grievance to the Grievance Tribunal and must do so prior to instituting legal proceedings in any Court or tribunal of competent jurisdiction unless the grievance involves a third party who will or may be a party to the legal proceedings in which event it shall not be a pre-condition that the matter be referred to the Grievance Tribunal prior to issuing legal proceedings.
- (b) Where a Player or the AFLPA has pursuant to paragraph 33.7(a) resolved to institute proceedings in any court or tribunal of competent jurisdiction, that party shall give written notice to the AFL and the relevant AFL Club of its election. The notice shall include particulars of the issues the subject of the grievance.
- (c) Upon the giving of such notice, no proceedings shall be taken or continued in the Grievance Tribunal in respect of the grievance the subject of the notice.

### 33.8 **Composition**

- (a) The Grievance Tribunal shall comprise a panel of three (3) persons nominated by the AFLPA and agreed to by the AFL Clubs [or AFL, as the case may be] and three (3) persons nominated by the AFL Clubs [or AFL as the case may be] and agreed to by the AFLPA.
- (b) Such persons shall comprise the Grievance Tribunal for as long as such persons are willing and able to act.
- (c) In the event of retirement or where a member of the Grievance Tribunal is unwilling to continue to act, the nominating party shall in such case have the right to nominate a further three (3) persons and the other party shall in such case select one (1) person from the nominees, to fill the vacancy created by retirement or unwillingness to act.

### 33.9 **Chairman and Quorum**

- (a) The Grievance Tribunal members shall all meet to elect a Chairman. The Grievance Tribunal members may also if they choose, elect a Deputy Chairman.
- (b) The Chairman shall preside over all hearings and determinations of the Grievance Tribunal. If the Chairman is unable to act on any one occasion, the Deputy Chairman shall act in his stead or if there is no Deputy Chairman, the three (3) Grievance Tribunal members appointed to hear or determine the matter shall elect a Chairman from their number.
- (c) Three (3) members of the Grievance Tribunal shall constitute a quorum.

### 33.10 **Secretary**

- (a) The AFL Administration Manager or his nominee shall be the Secretary of the Grievance Tribunal.
- (b) The Secretary shall arrange for three (3) members of the Grievance Tribunal to adjudicate and one (1) such member shall be the Chairman or if he is unavailable, the Deputy Chairman or if neither the Chairman or the Deputy Chairman is available, any three (3) members.

### 33.11 **Conditions Precedent**

- (a) Prior to hearing any matter referred to it for determination, the Grievance Tribunal must be satisfied that the procedures described in clauses 33.3 - 33.6 have been complied with.

**33.12 Notification of dispute**

- (a) The Notifier shall prepare a notice to the Grievance Tribunal, the Respondent, the AFL and the AFLPA which includes:
  - (i) a concise written statement of the issues in dispute;
  - (ii) full particulars of all facts, circumstances and matters which are relevant to the dispute.
- (b) The Respondent may within seven (7) days provide to the Grievance Tribunal and the party initiating the reference, a summary of any matters which they regard as relevant and which they require the Grievance Tribunal to take into account in determining the matter. A copy of such summary shall be provided to the Notifier, the AFL and the AFLPA.

**33.13 Convening the Grievance Tribunal**

- (a) As soon as practicable after the notification and reply process has been completed the Secretary shall convene a meeting of the Grievance Tribunal.

**33.14 Conciliation**

- (a) Prior to or after commencing to hear any matter referred to it, the Grievance Tribunal may with the consent of the parties, appoint any member of the Grievance Tribunal to meet with the parties to the dispute and mediate or conciliate in an attempt to resolve the dispute.
- (b) The Grievance Tribunal shall determine any applicable time limits for such mediation or conciliation and the terms and conditions upon which such mediation or conciliation shall take place.

**33.15 Hearing**

- (a) The parties to the dispute and any other person directed by the Grievance Tribunal shall appear before the Tribunal at the place and on the date and time advised by the Secretary.
- (b) Each of the parties to a dispute may be requested by an advocate who may be legally qualified.
- (c) Each of the parties appearing before the Grievance Tribunal shall at the commencement of the hearing provide to each of the members of the Grievance Tribunal a written outline of their respective submissions and matters sought to be relied upon at the hearing of the dispute.
- (d) The AFL and AFLPA shall have the right to appear and to be legally represented in any dispute before the Grievance Tribunal.

- (e) The Grievance Tribunal Chairman shall determine the procedure to be adopted before it provided that unless otherwise determined the following procedure shall apply:
- (i) The rules of evidence shall apply to the extent that the Grievance Tribunal considers them necessary for an orderly and proper hearing of the issues in dispute.
  - (ii) Matters shall be determined by reference to considerations of general justice and fairness.
  - (iii) The parties or any advocates shall announce their appearance. Advocates shall have the rights given to the party they represent in lieu of that party.
  - (iv) The Notifier shall make submissions and call witnesses in support of any matters which they wish to establish.
  - (v) Witnesses shall not be present before the Grievance Tribunal until they are called to give evidence.
  - (vi) Witnesses may if required by the Grievance Tribunal, give evidence on oath or affirmation or by Affidavit.
  - (vii) In the case of any witness, when the Applicant has completed examination in chief, the Respondent may cross-examine any witness.
  - (viii) Upon completion of cross-examination, the party calling such witness may put any matters to the witness arising out of cross-examination.
  - (ix) When the Notifier has completed their case, the Respondent shall then make submissions and call any witnesses in support of any matters they wish to establish.
  - (x) The corresponding right of cross-examination and re-examination shall apply.
  - (xi) Any member of the Grievance Tribunal may ask any questions of any witness or any party or the advocate of any party at any time throughout the hearing.
  - (xii) After the Respondent has completed the calling of any witnesses and submissions, they shall address the Grievance Tribunal by way of summing up.

- (xiii) Following the summing up by the Respondent, the Applicant shall have the right to sum up and make final submissions.
- (ix) The Grievance Tribunal may in any case adjourn the proceedings before it and request a party who has not been called before it to appear before the Grievance Tribunal and give an account of events or provide documents relating to the issues in dispute.
- (x) The standard of proof for any fact or matter before the Grievance Tribunal shall be the balance of probabilities.
- (xi) At the end of the hearing the Grievance Tribunal shall retire to consider its decision.
- (xii) As soon as practicable the Grievance Tribunal shall announce its finding in respect of the Grievance. The finding shall be in writing, signed by the Chairman and include a statement of the reasons for such finding.
- (xiii) The Grievance Tribunal shall not have the power to award costs to or against any party to the preceding but the Grievance Tribunal may award interest to any party in respect of any amount awarded to be paid to any party.

### 33.16 Facilities

- (a) The Secretary shall arrange for a venue for the hearing of any matter before the Grievance Tribunal.
- (b) The Secretary shall arrange for an audio record of any such proceedings which record shall be kept for a period of one (1) week following completion of the hearing unless any party to the dispute requests the record to be kept for a further period in which case the party so requesting shall pay a reasonable fee determined by the Secretary.
- (c) Any party requesting a copy of the record of any hearing shall be entitled to such copy only upon payment to the Secretary of a reasonable fee determined by the Secretary.

### 33.17 Further Determination

- (a) Any party requiring a matter to be further considered by the Grievance Tribunal shall make written submissions in relation thereto and lodge such submissions with the Chairman by delivering a copy to the Secretary.

- (b) The Chairman shall in his absolute discretion determine whether any matter should be re-opened or further evidence heard or obtained and in such case the Grievance Tribunal shall reconsider its findings taking into account such further evidence.

### 33.18 **Determination Final**

Subject to any Grievance being re-opened under clause 33.17(b) or any party taking proceedings in any court or tribunal of competent jurisdiction as permitted under this clause 33, the determination of the Grievance Tribunal shall be final and binding on the parties.

## 34. **MEDICAL RECORDS**

- 34.1 Medical records of Players held by an AFL Club or the AFL shall be treated as confidential and such information shall not be released to any other person without the specific consent of the Player, save that the AFL and the AFL Club may provide such information to the AFL Medical Officer solely for the purposes of any applicable Rules and provided that
- (a) the AFL Club shall at the same time as providing the medical records, give written notice to the Player setting out particulars of the medical records provided to the AFL and the applicable Rule/s; and
  - (b) the AFL and the AFL Medical Officer agree to treat such information as confidential.
- 34.2 Notwithstanding the foregoing, where the content of medical records are or are likely to be material to the AFL's insurance policy and the AFL's duty of disclosure to its insurer or there are other valid reasons, the AFL Club may give notice to the AFL that it has such medical records. Where such notice has been given to the AFL, the AFL Club shall at the same time, give written particulars to the Player setting out particulars of the medical records and details of the reasons disclosure of the medical records to the AFL may be necessary.
- 34.3 The AFL and each AFL Club agree to store all medical records relating to Players in confidential files in a secure area or in a secure electronic file and access to such files and to the secure area shall be strictly limited to authorised persons. Players shall be kept advised as to the location of their medical records and the person or persons who have access to them.
- 34.4 Save where otherwise set out in this Agreement, the AFL and each AFL Club agrees to comply with any applicable privacy and/or health, medical records legislation in relation to storage of, access to and disclosure of medical or health records of each Player.

### **35. MATTERS TO BE REVIEWED**

The parties agree to review the matters set out in Schedule G, in good faith and in a timely manner and for this purpose, a working party shall be established consisting of representatives of each of the parties.

### **36. GOVERNING LAW**

This Agreement shall be construed in accordance with and be governed by the laws of the State of Victoria and the parties agree to submit themselves to the non-exclusive jurisdiction of the courts of that State and any courts that may hear appeals from that State, in connection with this Agreement.

### **37. MODIFICATION OF RIGHTS**

Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

### **38. NOTICES**

#### **38.1 Method of Giving Notices**

A notice, consent, approval or other communication (each a “notice”) under this Agreement must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered;
- (b) sent by pre-paid mail;
- (c) sent by facsimile; or
- (d) sent electronically by email,

to that person’s address

#### **38.2 Time of Receipt**

A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered, on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the day of actual delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;

- (c) if sent by facsimile and the transmission report states that it was sent in full and without error, on the day of transmission, if that report states that the transmission was completed before 5.00 pm on a Business Day, otherwise on the next Business Day; and
- (d) if sent electronically by email and confirmation is received from the relevant internet service provider that the transmission was successfully received in full and without error, on the day of transmission if the transmission was completed before 5.00 pm on a Business Day, otherwise on the next Business Day.

### 38.3 Address for Notices

For the purpose of this clause, a person (“the sender”) may take the address, facsimile number and email address of another person (“the recipient”) to be:

- (a) the address and numbers set out in this Agreement; or
- (b) the last address or numbers notified by the recipient to the sender.

## 39. AMENDMENT

This Agreement may only be amended or supplemented by an Agreement in writing signed by the parties.

## 40. WAIVER

40.1 No variation, modification or waiver of any provision of this Agreement nor consent to any departure by any party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the parties, and then such variation, modification, waiver or consent shall be effective only to the extent to which it may be made or given.

40.2 No failure, delay, relaxation or indulgence on the part of any party in exercising any power or rights conferred upon such party in terms of this Agreement shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right under this Agreement.

## 41. SEVERANCE

If any provision of this Agreement shall be invalid and unenforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.

**42. ASSIGNMENT**

Neither party may assign any of their rights, benefits or obligations under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

**EXECUTED AS AN AGREEMENT**

**EXECUTED** by **AUSTRALIAN** )  
**FOOTBALL LEAGUE** )  
pursuant to Section 127 of the )  
Corporations Act 2001 )  
in the presence of: )

.....  
Chief Executive Officer

.....  
Secretary

**EXECUTED** by **AUSTRALIAN** )  
**FOOTBALL LEAGUE PLAYERS'** )  
**ASSOCIATION INCORPORATED** )  
by its **CHIEF EXECUTIVE OFFICER** )  
in the presence of: )

.....  
Witness

**SCHEDULE A**

**Projected AFL Revenues**

**Commercial in Confidence**

As attached.

## SCHEDULE B

### Minimum Terms and Conditions

#### 1. Base and Senior Match Payments

- 1.1 An AFL Club shall pay each Player it employs in 2004, 2005 and 2006, other than a first year draft choice Player, a second year Player, a Rookie Player or a Player promoted from the Rookie List, a minimum base payment per annum and a minimum Senior Match payment per Senior Match set out in the table below:

Year	Base Payment	Senior Match Payment
2004	\$50,000	\$2,150
2005	\$51,500	\$2,200
2006	\$51,500	\$2,200

- 1.2 The minimum base payment includes an amount referable to the superannuation contribution payable under the Superannuation Guarantee Charge legislation (calculated on the minimum base payment and Senior Match payments) and the cost of top hospital and medical (including extra care benefits) insurance. The cost of such insurance shall not include the fringe benefits tax amount which cost shall be borne by the AFL Club.
- 1.3 The minimum base payment prescribed above includes payment in respect of the Pre-Season Competition Matches played in the relevant year.
- 1.4 The minimum base payment and minimum Senior Match payments shall apply to all Players other than those excluded under paragraph 1.1, whose current contracts provide for lesser amounts.
- 1.5 A Player who:
- (a) has been delisted from an AFL Club;
  - (b) has nominated for the AFL Draft; and
  - (c) has not nominated the amount of Football Payments he seeks,

shall be paid by the AFL Club who selects him the Football Payments agreed to between the AFL Club and the Player, which amount shall be no less than the minimum base payment and minimum Senior Match payment set out in this Schedule B.

## 2. First Year Players

2.1 An AFL Club shall pay each first year draft choice Player it employs in 2004, 2005 and 2006 the base payments and Senior Match payments per Senior Match set out in the following table:

Year	Draft Choice	Base \$	Match \$	Bonus for Senior Matches Played in Current Year				
				Nil	1 - 5	6 - 10	11+	Max Bonus \$
2004	1 <sup>st</sup> round	44,300	2,150	Nil	2,000	2,000	2,000	6,000
2004	2 <sup>nd</sup> round	40,200	2,150	Nil	2,000	2,000	2,000	6,000
2004	3 <sup>rd</sup> round and subsequent choices and pre-season draft	38,100	2,150	Nil	2,000	2,000	2,000	6,000
2005/ 2006	1 <sup>st</sup> round	45,600	2,200	Nil	2,100	2,100	2,100	6,300
2005/ 2006	2 <sup>nd</sup> round	41,400	2,200	Nil	2,100	2,100	2,100	6,300
2005/ 2006	3 <sup>rd</sup> round and subsequent choices and pre-season draft	39,300	2,200	Nil	2,100	2,100	2,100	6,300

2.2 The base payment includes an amount referable to the superannuation contribution payable under the Superannuation Guarantee Charge legislation (calculated on the base payment and Senior Match payments) and the cost of top hospital and medical (including extra care benefits) insurance. The cost of such insurance shall not include the fringe benefits tax amount which cost shall be borne by the AFL Club.

2.3 The base payments prescribed above includes payment in respect of Pre-Season Competition Matches played in the relevant year.

2.4 A first year draft choice Player shall not be entitled to, nor shall an AFL Club, pay a first year Player more than the amounts prescribed by this paragraph 2, other than:

- (a) reasonable relocation expenses and living allowances as set out in paragraph 8 of Schedule B herein;
- (b) bereavement assistance of up to \$2,000 per Player; and
- (c) any incentive bonus a Player receives for finishing in the top ten of the AFL Club's best and fairest award.

- 2.5 A first year draft choice Player may apply to an arbitrator appointed under the AFL Player Rules where the Player claims that the provisions hereof operate to unreasonably restrain his trade as a professional footballer and that these provisions should not limit the amounts the Player should be paid. The AFL Player Rules shall apply to a matter brought before the arbitrator under this provision.
- 2.6 When a first year Player is first listed by an AFL Club, that Player and the AFL Club shall enter into a playing contract for a minimum term of two years except in the case of a Player who has previously been listed as a Rookie at any AFL Club.

### 3. Second Year Players

- 3.1 An AFL Club shall pay each Second Year Player it employs in 2004, 2005, 2006 and 2007 a base payment and a Senior Match payment per Senior Match of the amounts set out in the following tables:

#### 2004 Second Year Player

Draft Choice*	Senior Matches Played in Previous Year					
	Nil		1-9		10+	
	Base \$	Match \$	Base \$	Match \$	Base \$	Match \$
1 <sup>st</sup> round	\$48,000	\$2,400	\$55,000	\$2,750	\$66,000	\$3,300
2 <sup>nd</sup> round	\$44,000	\$2,400	\$50,000	\$2,750	\$60,000	\$3,300
3 <sup>rd</sup> round & subsequent choices and pre-season draft	\$42,000	\$2,400	\$47,500	\$2,750	\$57,000	\$3,300

#### 2005 and 2006 Second Year Player

Draft Choice*	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base \$	Match \$	Base \$	Match \$	Base \$	Match \$	Base \$	Match \$	Base \$	Match \$
1 <sup>ST</sup> round	46,500	2,400	48,700	2,500	50,900	2,700	55,400	3,250	59,800	3,250
2 <sup>nd</sup> round	42,200	2,400	44,200	2,500	46,200	2,700	50,200	3,250	54,200	3,250
3 <sup>rd</sup> round and subsequent choices and pre-season draft	40,000	2,400	41,900	2,500	43,800	2,700	47,600	3,250	51,500	3,250

\* Refers to draft choice in the previous year.

- 3.2 The base payment includes an amount referable to the superannuation contribution payable under the Superannuation Guarantee Charge legislation (calculated on the base payment and Senior Match payments) and the cost of top hospital and medical (including extra care benefits) insurance. The cost of such insurance shall not include the fringe benefits tax amount which cost shall be borne by the AFL Club.
- 3.3 The base payments prescribed above include payments in respect of Pre-Season Competition Matches played in the relevant year.
- 3.4 A Second Year Player shall not be entitled to, nor shall an AFL Club pay a Second Year Player more than the amounts prescribed by this paragraph 3, other than:
- (a) reasonable relocation expenses as set out in paragraph 8 of Schedule B herein;
  - (b) bereavement assistance of up to \$2,000 per Player; and
  - (c) any incentive bonus a Player receives for finishing in the top ten of the AFL Club's best and fairest award.
- 3.5 A Second Year Player may apply to an arbitrator appointed under the AFL Player Rules where the Player claims that the provisions of this paragraph 3 operate to unreasonably restrain his trade as a professional footballer and that these provisions should not limit the amounts the Player should be paid. The AFL Player Rules shall apply to a matter brought before the arbitrator under this provision.

#### 4. Rookie Players

- 4.1 An AFL Club shall pay each Rookie on its Rookie List in 2004, 2005 and 2006 a minimum base payment and minimum Senior Match payment per Senior Match of the amount set out in the table below:

<b>Year</b>	<b>Base Payment</b>	<b>Senior Match Payment</b>
2004	\$25,000	\$0
2005	\$25,750	\$0
2006	\$25,750	\$0

- 4.2 Where a Rookie is temporarily promoted to the Primary List of an AFL Club to replace a Long Term Injury List Player, he shall be paid until he is transferred back to the Rookie List or until the last Match played by his Club in the AFL Season, whichever occurs first (in lieu of his Rookie Base Payment), a base payment on a monthly pro-rata basis and a Senior Match Payment per Senior Match of the amount set out in the table below:

<b>Year</b>	<b>Base Payment</b>	<b>Senior Match Payment</b>
2004	\$38,100	\$2,150
2005	\$39,300	\$2,200
2006	\$39,300	\$2,200

- 4.3 Where a Player's name has been put on the Long Term Injury List of an AFL Club and a Rookie is promoted to the Primary List of the AFL Club, the Rookie cannot be paid less than he would have earned as a Rookie in that year.
- 4.4 The amount set out above with respect to a Rookie, includes the superannuation contribution as required by the Superannuation Guarantee Charge legislation and includes insurance of the Rookie for top hospital and medical (including extra care benefits) insurance. The fringe benefits tax on the cost of such insurance shall be borne by the AFL Club.
- 4.5 If the Rookie is contracted to earn less than or equal to a third round draft choice Player for the relevant year, the Rookie shall be paid an additional \$2,000 if that Rookie participates in the Pre-Season Competition.
- 4.6 In the event that a Rookie is promoted to the Primary List of an AFL Club, the following provisions shall apply:
- (a) if the Rookie has previously been on the Primary List of an AFL Club for any period of time (other than being temporarily promoted under paragraph 4.2) or has been temporarily promoted under paragraph 4.2 in two years or more or nominated as an eligible rookie in two years or more, he shall be paid the base payment and Senior Match Payments as set out under paragraph 1.1 in the relevant year or pro-rata for periods less than the full AFL Season, provided that he cannot be paid less than he would have earned as a Rookie;
  - (b) if the Rookie has been temporarily promoted under paragraph 4.2 in one year or nominated as an eligible Rookie for one year, he shall be paid the base payment and Senior Match payments for a third round draft choice, second year player, under paragraph 3.1 in the relevant year or pro-rata for periods less than the full AFL Season, provided that:
    - (i) he cannot be paid less than he would have earned as a Rookie; and
    - (ii) for 2004 only, if he played less than 10 Senior Matches in the year he was temporarily upgraded or an eligible rookie, he will be deemed to have played no Senior Matches in that year and if he played 10 or more Senior Matches in the year he was temporarily upgraded or an eligible rookie, he will be deemed to have played between one and nine Senior Matches in that year; and
  - (c) for any other Rookie he shall be paid the base payment and Senior Match payments for a third round draft choice first year Player under paragraph 2.1 in the relevant year or pro-rata for periods less than the full AFL Season, provided that he cannot be paid less than he would have earned as a Rookie.

4.7 Football payments to a Rookie:

- (a) while on the Rookie List; and/or
- (b) while on the Primary List to replace a long term injured Player,

shall not be included in the Total Player Payments of an AFL Club provided that if the Rookie remains on the Primary List when the long term injured Player is reinstated to the Primary List, Football Payments received by the Rookie in respect of the period after the long term injured Player is reinstated (“the date of reinstatement”) will be included in the Total Player Payments. Those amounts shall include a monthly pro-rata amount of the base payment calculated from the date of reinstatement and also include all Senior Match payments for Matches played on or after that date.

- 4.8 Where a Rookie is promoted to the Primary List, other than as a replacement for a long term injured Player, Football Payments received by the Rookie after the date the Rookie is placed on the Primary List shall be included in the Total Player Payments of the AFL Club. These amounts shall include a pro rata amount of the base payment, calculated from the date the Rookie is placed on the Primary List and also includes all Senior Match payments for Matches played on or after that date.
- 4.9 For clarification and avoidance of doubt, a Rookie shall not be promoted onto the Primary List of an AFL Club save and except for the purpose of replacing a long term injury list Player as that concept is referred to in the Rules or where an AFL Club demonstrates to the AFL General Manager – Football Operations that there are exceptional and compelling circumstances that make it harsh and unconscionable for a Rookie not to be promoted onto that AFL Club’s Primary List and where to do so would not result in that AFL Club exceeding the maximum number of Players on its Primary List. AFL Clubs who do not have Veterans shall continue to be entitled to nominate eligible Rookies.
- 4.10 A Rookie may apply to an Arbitrator appointed under the AFL Player Rules where the Player claims that this paragraph 4 operates to unreasonably restrain his trade as a professional footballer and that this paragraph 4 should not limit the amounts the Rookie should be paid. The AFL Player Rules shall apply to a matter brought before the Arbitrator under this clause.
- 4.11 (a) Where a Club includes a Player on its Rookie List and requires that Player to relocate, the Club shall relocate the Player and pay or reimburse all reasonable relocation costs of the Player.
- (b) (i) if a Rookie Player relocates as a result of his inclusion on a Club’s Rookie List but he is subsequently not included onto the Club’s Primary List before or at the end of his contract of service, then subject to paragraph 4.11(b)(ii), the Club shall if requested within two months of the end of his contract of service pay the Rookie Player’s reasonable

expenses in relocating the Player back to where he lived immediately before his inclusion on the Club's Rookie List.

- (ii) a Club is not obliged to pay the relocation expenses under paragraph 4.11(b)(i) if the Player is included on the Primary List or Rookie List of another Club, regardless of where that other Club is located or where:
  - (A) the Player has retired;
  - (B) the Player's contract was terminated as a result of serious misconduct or repeated misconduct by that Player; or
  - (C) the Player has agreed in writing with his AFL Club to otherwise terminate his contract.
- (c) The relocation expenses payable under paragraphs 4.11(a) and 4.11(b) shall be limited to the amounts set out in paragraph 8.1(b) and excluded from the calculation of the Club's Total Player Payments.

## **5. Times of Payment**

- 5.1 An AFL Player paid in accordance with this Schedule B shall be paid on the dates and in the manner set out below:
  - (a) minimum base payment or base payment (as the case may be) - by twelve (12) equal monthly instalments commencing on 30 November to 31 October the following year;
  - (b) Senior Match payments (payable if the Player is listed on the official team sheet) - shall be paid by the 15<sup>th</sup> day of each month for Matches played in the preceding month or such earlier date as agreed between the Player and the AFL Club.
- 5.2 The AFLPA may raise with the AFL during the term of this Agreement, the implementation of appropriate procedures to ensure timely payment of Player's entitlements under paragraph 5.1.

## **6. Length of Break**

- 6.1 Subject to paragraph 6.3, a Player shall be entitled to a minimum period of leave of absence, from all employment obligations with his AFL Club, of eight weeks commencing from the date of the last Match contested by his AFL Club or in the case where the last Match contested was held overseas, six weeks from the date of that Match ("the leave period").
- 6.2 In the event that a Player is:

- (a) traded from one Club to another Club at the conclusion of an AFL Season;
- (b) delisted by one Club and re-listed by another Club; or
- (c) required to play in a State Body competition after the date of the last Match contested by that Player's Club,

that Player shall be entitled to a minimum period of leave of five weeks.

6.3 During the leave period, an AFL Club may require a Player to attend two fitness tests at the AFL Club's facilities or other mutually agreed place:

- (a) on one occasion on a date no earlier than 4 weeks after the last Match; and
- (b) on another occasion on a date no earlier than 6 weeks after the last Match.

6.4 An additional one week period of leave shall be allowed for the period commencing 23 December and ceasing 1 January (inclusive) the following year. In addition, AFL Clubs may vary the manner in which leave is taken by the Players generally, provided that 75% of the listed Players of that AFL Club agree to the variation. For example:

- (a) one week of leave may be traded for an extra day off (in addition to the compulsory day off) during each week of the pre-season period;
- (b) clubs may provide Players with an extra week's leave over the Christmas period in return for one week's less leave at the conclusion of the Season; and
- (c) clubs may provide Players with a break in the week of the bye during the Season in return for an equivalent reduction in the break at the conclusion of the season.

The Agreement of the Players required under this paragraph shall be the genuine and actual agreement of the Players.

6.5 Notwithstanding paragraph 6.1, a Player shall:

- (a) attend the AFL Brownlow Medal presentation if invited by the AFL; and
- (b) attend the Club's Annual Best and Fairest presentation unless otherwise agreed by the AFL Club.

6.6 A Player on the List of an AFL Club shall not be required to participate in pre-season Matches (including the Pre-Season Competition Matches) held earlier than 23 January each year.

- 6.7 The AFL agrees to impose sanctions under the AFL Player Rules on an AFL Club for a breach of the provisions of this clause of up to 25 units for the first breach and up to 50 units for the second and subsequent breaches in the same year or other amount/s as agreed between the AFL and the AFLPA. Units shall have the value as defined in the AFL Player Rules.
- 6.8 Subject to paragraph 6.3, during the leave periods referred to in this clause, a Player on the List of an AFL Club shall not be required by an AFL Club to attend any training organised by or on behalf of the AFL Club.
- 6.9 An injured Player who is transferred to an AFL Club's Long Term Injury List may begin his minimum period of leave of absence earlier than the date of the last Match contested by his AFL Club provided there is mutual agreement between the Player and the Club and his rehabilitation is not affected.
- 6.10 A Player and the AFLPA shall be entitled on reasonable notice to respectively inspect that Player's and Players' leave records with the AFL Club.
- 6.11 The period of leave to which the Players are entitled to pursuant to this paragraph 6 shall be inclusive of four weeks annual leave and the remaining period of leave provided by this paragraph 6 shall be non-cumulative. AFL Clubs shall maintain proper leave records for all of their Players.
- 6.12 Clubs shall endeavour to give Players a minimum of four weeks consecutive break during their leave period, clear of any obligations under paragraph 6.3 and paragraph 6.5.

## **7. Break Between Matches**

- 7.1 During the AFL Premiership Season and the AFL Finals Series, a Player shall not be required to play a Match until the sixth day after playing his previous Match unless because of the operation of the draw this is not possible, in which case, the AFL shall notify the AFL Clubs affected and seek their approval to any alternative arrangement.
- 7.2 A Player shall be entitled to a break from AFL Club activities of no less than 1 day per week, being any day Monday to Friday (inclusive) provided that such day is mutually agreed or the Player is given reasonable notice to take the day off. A day where a Player spends time travelling interstate prior to or after an AFL Match may be treated as a day off. Where a Player decides to take a different return flight to that organised by that Player's Club, that Player shall, unless otherwise agreed, be responsible for the additional cost (if any) incurred by the Club for that Player's return airfare.

## **8. Allowances**

- 8.1 Relocation Expenses

- (a) A first year draft choice Player who is required to relocate as a result of inclusion on the List of an AFL Club or a first year draft choice Player who is delisted from an AFL Club's List after one or two years of service and returns to the Player's home state or region within four months of the delisting occurring (or such longer period agreed between the Player and the relevant AFL Club) shall be paid reasonable relocation costs by that AFL Club.
- (b) The amount payable under paragraph 8.1(a) shall be limited to:
  - (i) \$6,110 in 2004;
  - (ii) \$6,295 in 2005; and
  - (iii) \$6,295 in 2006,
 or such other higher amount as is reasonably determined by the AFL Investigations Manager per Player.
- (c) Any such relocation payments made pursuant to this paragraph 8.1 shall be excluded from the Total Player Payments of an AFL Club, provided the costs are considered by the AFL Investigations Manager to be reasonable bona fide relocation costs.

- 8.2
- (a) A Player, other than a first year draft choice Player drafted in a National Draft Selection Meeting, who is required to relocate as a result of his inclusion on the list of an AFL Club may be paid reasonable relocation costs by that AFL Club.
  - (b) The amount payable under paragraph 8.2 (a) shall be limited to the same extent and shall be subject to the same conditions as set out in paragraph 8.1(b).
  - (c) Any such relocation payments made pursuant to this paragraph 8.2 shall be excluded from the Total Player Payments of an AFL Club provided the costs are considered by the AFL Investigations Manager to be reasonable bona fide relocations costs.

8.3 Living Allowance

- (a) Where a Player is required to relocate, an AFL Club may pay a living allowance to first year draft choice Players of no more than:
  - (i) \$6,110 in 2004;
  - (ii) \$6,295 in 2005; and
  - (iii) \$6,295 in 2006
 per Player.

- (b) Any such payment will be excluded in the Total Player Payments of an AFL Club.

8.4 In relation to relocation expenses and living allowances for 2007 and 2008, the parties will meet during 2006 and negotiate in good faith for an increase in these payments for those years in the manner set out in clause 4.1.

## **9. Hospital and Medical Benefits Insurance**

9.1 Each AFL Club shall arrange top Hospital and Medical (including Extra Care Benefits) Insurance in respect of each AFL Player contracted with the AFL Club. The cost of the provision of such insurance (which shall include the Fringe Benefit Tax component) for Players who are paid more than the amounts prescribed in paragraphs 1, 2 or 3 of Schedule B shall be at the Player's expense unless the Player and the AFL Club agree otherwise or the Player is a Rookie, in which case the AFL Club shall bear the cost of such insurance.

9.2 Any player, not being a Player under a playing contract with an AFL Club, who participates in any practice Matches or training arranged by or on behalf of any AFL Club shall be covered, at no cost to such player, for top medical and hospital insurance and disability insurance and loss of wages to the same level as Players are covered in accordance with the terms of this Agreement. The cost of such insurance shall be met by the AFL Club. The relevant AFL Club shall advise each such player in writing of the following:

- (a) the name of the insurer/s;
- (b) the level of cover;
- (c) the expiry date of the policy;
- (d) the name of the contact person at the Club to deal with matters relating to the above insurance.

## **10. Insurance for Loss of Non-Football Earnings**

Any Player in full-time or permanent part-time employment (excluding employment as an AFL footballer and engagement of the Player under Additional Services Agreements) shall be provided, at no cost to the Player, with insurance cover arranged by the AFL. Such insurance shall be for no less than the weekly amounts set out below payable for a minimum period of 2 weeks to a maximum of a year for loss of non-football earnings arising from injuries suffered in the course of his employment as an AFL footballer including injuries suffered travelling to and from training, Matches and/or other activities authorised by the AFL Club. A Player shall not receive more than the average weekly amount he earned over the previous 12 month period or such lesser representative period as agreed between the AFL and the AFLPA.

Year	Maximum Weekly Amount Payable
2004	\$ 1000
2005	\$ 1100
2006	\$ 1200
2007	\$ 1300
2008	\$ 1400

## 11. Injury Payments

11.1 (a) Where a Player:

- (i) suffers a Final Year Injury; and
- (ii) makes an application to the AFL for compensation in accordance with this sub-paragraph,

the AFL Club shall pay that Player 50% of the Player's contract base payment as at the last year of the Contract.

(b) In this Agreement:

**"Final Year Injury":**

- (i) means injury which:
  - (A) occurs in the last year of a Player's contract with an AFL Club;
  - (B) occurs in the course of the Player's employment as an AFL footballer, including travelling to and from training, Matches or other activities authorised by the AFL Club; and
  - (C) in the opinion of an independent medical practitioner, will prevent or be likely to prevent the Player from ever playing football at senior level in any competition;
- (ii) does not include an injury which:
  - (A) is caused or contributed to by the Player's own negligence; or
  - (B) in the opinion of an independent medical practitioner, is part of and principally caused by a Pre-existing Condition or Injury or a de-generation of a Pre-existing Condition or Injury.

**"Pre-existing Condition or Injury"** means a condition or injury that has existed for more than 24 months.

- (c) An application under sub-paragraph 11.1(a) must be made within 24 months of the Player's exit medical examination organised by the AFL Club under this Agreement.
  - (d) For the purposes of this paragraph 11.1, the independent medical practitioner will be:
    - (i) appointed by the AFL Medical Officer, following consultation with the Player, the AFLPA Medical Officer and the Player's Medical Club Officer; and
    - (ii) independent of the AFL, the Player and the Player's Club.
  - (e) The Player must inform the independent medical practitioner of all treating medical practitioners and must provide the independent medical practitioner with or consent to the independent medical practitioner being provided with all medical information relating to the Player, and the Player's Club must provide to the independent medical practitioner all relevant medical information that it holds in relation to the Player.
  - (f) A Player may appeal a decision of an independent medical practitioner decision on clinical or medical grounds, such appeal to be heard by a second independent medical practitioner appointed by the AFL medical officer, following consultation with the Player, the AFLPA medical officer and the Club medical officer.
  - (g) A Player agrees that any amount he receives under this paragraph 11.1 shall be set off against any amount of compensation ordered to be paid by or agreed to be paid by the Club to the Player with respect to the injury except for payments or benefits the Player is entitled to under the provisions of this Agreement.
- 11.2 Where a Player is injured in the last year of the Player's contract with an AFL Club and the last match the Player played was in a State Body competition and that Player is delisted at the conclusion of his contract and the injury will, in the opinion of the AFL Medical Officer, after consultation with the AFL Club Medical Officer, prevent or be likely to prevent a Player, having regard to his health and safety, from participation in senior football in any competition for any period of not more than two years, the Player shall be entitled to a payment for each Match missed up to a maximum of 30 matches of \$500.00.
- 11.3 A Player, to whom paragraphs 11.1 or 11.2 apply, shall be covered for top Hospital and Medical (including Extra Care Benefits) Insurance for the period the injury continues up to a maximum period of 2 years. The cost of providing such insurance shall be included in the payment referred to in paragraphs 11.1 or 11.2, as applicable, however the Fringe Benefit Tax amount shall be borne by the AFL Club.
- 11.4 Except where paragraph 11.1 applies, an AFL Player who suffers an injury as a result of which he is unfit to play football in the AFL Competition, which injury is caused:

- (a) by playing football in a Match; or
- (b) at an official training session; or
- (c) by attending an official AFL Club function; or
- (d) whilst on official club duties at the direction of the AFL Club,

shall, provided the Player has not caused such injury by his own negligence, be compensated as follows:

- (i) 100% of Senior Match payments at the rate for the relevant competition [AFL or State Body if the Player is entitled to State Body payments] in which the injury was suffered or at the rate for the relevant competition for the Match last played prior to the injury, for all Matches missed up to a maximum of 30 Matches provided that:
  - (A) an Exhibition Match shall be treated as a Senior Match for the purposes of this paragraph;
  - (B) if a Player plays the last match of the AFL Season for his club in the AFL Competition and is required by his Club to continue playing in the State Body Competition, the Player shall be treated as having been injured in a Senior Match in the AFL Competition;
  - (C) if a Player is required to play in the State Body Competition on a weekend when the player's AFL Club is not playing a Match in the AFL Competition and the Player's previous Match was a Senior Match in the AFL Competition, the Player shall be treated as having been injured in a Senior Match in the AFL Competition;
- (ii) the obligation of the AFL Club under this sub-clause 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 shall without limitation, include observing all reasonable directions of the AFL Club in relation to his rehabilitation including diet, exercise, special training and attendance for medical or pharmaceutical treatment;
- (iii) any dispute as to whether an injury was suffered by a Player or is subject to the provisions of this sub-paragraph 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;
- (iv) 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 sub-paragraph up to the maximum of 30 Matches as if he were not delisted or the contract otherwise terminated provided that the Player:

- was entitled to the benefit of this provision during the period of his contract;
  - has, insofar as reasonably practicable, brought the existence of the injury to the attention of the AFL Club prior to the Player being delisted or his contract being otherwise terminated; and
  - maintains regular consultation with the AFL Club which previously employed him and does not do anything within the period to which he is entitled to the benefits under this sub-paragraph, to prejudice any Hospital or Medical Benefits payments or entitlement to such payments;
- (v) a Player who suffers an injury and who is entitled to the benefits set out in this paragraph shall, in addition to the payments under this sub- paragraph, 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;
- (vi) if, after exhausting entitlements payable under paragraph 11.4(a), a Player remains permanently disabled as defined in the AFL Insurance Policy, the Player shall be entitled to claim up to \$250,000 in accordance with the AFL's insurance policy obtained for that purpose (the terms of which policy shall be no less favourable than the terms of the AFL Insurance Policy in existence as at 1 November 2003 and shall be notified by each Club to its Players each year).
- (vii) for the purposes of clarity, the rate for a Match played in the Pre-Season Competition is the same rate as is applicable to a Match played in the AFL Premiership Season;
- (viii) the AFL shall ensure that Players who suffer injuries in representative matches organised by or conducted under the auspices of AFL, shall be entitled to injury payments from AFL as if such Player was injured as a Player for his AFL Club in a Senior Match; and
- (ix) for the purposes of paragraph 11.4(i), where a Player is injured whilst playing a Match in a State Body competition within two weeks of returning from an injury suffered in a Match in the AFL Competition, the rate of payment under paragraph 11.4(i) shall be calculated on the applicable Senior Match payment the Player would have been entitled to receive if the injury had been suffered in a Match in the AFL Competition.

11.5 AFL and AFLPA shall explore in good faith, the concept of an industry self funded, no fault compensation scheme for Players who are injured such as to prevent or be likely to prevent them from playing Australian Football at senior level in any

competition, as an alternative to the scheme set out in paragraph 11.1 and 11.4 hereof. The parties acknowledge that such a scheme may extend to the establishment of a fund in relation to claims by Players concerning career limiting injuries.

## 12. Termination Payment

12.1 An AFL Club shall be entitled to apply to the AFL 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 AFL Club shall pay the Player by way of compensation:

- (a) the balance of the base payment payable for the year in which the Player was delisted;
- (b) Match payments calculated at the rate applicable to the relevant competition (AFL Senior or State Body equivalent) in which the Player last played, for the balance of the year in which the Player was delisted;
- (c) where the Player's contract had one or more further years to run, the base payment for each year following the year in which the Player was delisted; and
- (d) where the Player's contract had one or more further years to run, a further number of Match payments calculated at the rate applicable to the relevant competition in which the Player last played (in total not to exceed 22).

The obligation on the AFL Club to pay further base payments for the years 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 Match payments for Matches played for that year calculated at the rate applicable to the relevant competition (AFL or State Body) in which the Player last played with the AFL Club.

12.2 Subject to paragraph 12.4, 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.

12.3 The provisions of this paragraph shall not apply to a Player:

- (a) who, by his agreement, is involved in a pre-draft transfer between AFL Clubs which results in a transfer and such Player being listed with the transferee Club;
- (b) who has retired;

- (c) whose contract was terminated as a result of serious misconduct or repeated misconduct by the Player; or
- (d) who has agreed in writing with his AFL Club to otherwise terminate his contract.

Nothing in this sub-paragraph 12.3 shall be construed as preventing a Player from negotiating and reaching agreement with an AFL Club on a termination payment from the transferor Club.

#### 12.4 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) the same or greater during the balance of the years in which the Player was delisted by his previous AFL Club or the year following his delisting (if the provisions of paragraphs 12.1(c) and 12.1(d) apply), no termination payment shall be payable; or
- (b) less during the balance of the years 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 years in which the Player was delisted and the year following his delisting (if the provisions of paragraphs 12.1(c) and 12.1(d) apply).

Accordingly:

- (i) any amount payable by an AFL Club under paragraphs 12.1(c) and 12.1(d) 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;
- (ii) any payment by an AFL Club of any amount purportedly in accordance with paragraphs 12.1(c) and 12.1(d) shall be strictly without prejudice to the rights of the AFL Club under paragraph 12.4;
- (iii) an AFL Club shall be entitled to be repaid any amount paid to a Player in excess of a Player's actual entitlement; and
- (iv) where a Player fails, refuses or neglects to repay any amount due to his former AFL Club in accordance with this sub-paragraph, 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.

### **13. International Rules Matches**

- (a) Players competing in International Rules Matches shall be paid an allowance per day, in addition to the usual other benefits provided by AFL. Such allowance shall be determined by AFL in consultation with AFLPA and paid by AFL.
- (b) The AFL agrees that where a Player, who is selected in an International Rules or an Aboriginal All Stars squad, suffers an injury in circumstances that would otherwise fall within the provisions of this paragraph 11, if the Player was on the Primary List of an AFL Club and the definition of Match included an International Rules Match or an Aboriginal All Stars Match, the Player is deemed to be entitled to the benefits of paragraph 11.

### **14. Medical Examination**

Each AFL Club shall ensure that each Player at the Club is given a medical examination at the end of each AFL Season and upon that Player's retirement or delisting and in either case as soon as possible. Each Player agrees to and must attend such medical examination at a time and place advised by the AFL Club. The results of each medical examination will be provided to and retained by the AFL Club and the Player and shall identify any further treatment and rehabilitation for any injury identified. The AFL Club agrees to keep the records in a secure and confidential file and to treat all such medical records as confidential information and otherwise comply with the provisions of clause 34 – Medical Records.

### **15. Uncontracted Player**

Where an uncontracted listed Player trains with an AFL Club, the AFL Club shall pay the Player no less than \$500 per week for each week the player trains at the AFL Club. If an AFL Club enters into a contract with the Player that covers the period the Player trained with the Club and in respect to which the Player was entitled to receive payments under this clause, the payments the Player was entitled to may be taken into account in part satisfaction of the amounts due to the Player under the Player's contract. An uncontracted listed Player is entitled to the benefits set out in paragraph 9.2 of this Schedule B.

The amount specified above shall be increased with effect from 1 November 2004 and each year thereafter by the percentage movement in Consumer Price Index for the six capital cities for the preceding four quarters.

## SCHEDULE C

### List Sizes

2004		Primary List Size	Veterans List/ Eligible Rookies	Rookies	TOTAL
<b>Minimum</b>		37 (including veterans) on Veterans List		No Minimum*	
<b>Maximum</b>	None on Veterans List/Eligible Rookies	38		6	44
	1 on Veterans List or 1 Eligible Rookie	38	1	5	44
	2 on Veterans List or 2 Eligible Rookies or 1 of each	38	2	4	44
				* Cannot have more than 6 rookies	

2005/2006		Primary List Size	Veterans List/ Eligible Rookies	Rookies	TOTAL
<b>Minimum</b>		38 (including Veterans on Veterans List)		No Minimum*	
<b>Maximum</b>	None on Veterans List/Eligible Rookies	38		6	44
	1 on Veterans List or 1 Eligible Rookie	38	1	5	44
	2 on Veterans List or 2 Eligible Rookies or 1 of each	38	2	4	44
				* Cannot have more than 6 rookies	

## SCHEDULE D

### Guidelines for Additional Services Agreements

1. A Player may contract with an AFL Club and/or Sponsor of an AFL Club to derive payments as a direct result of bona fide marketing by that Player in accordance with the Guidelines to be agreed between the AFL and AFLPA for the AFL Club and/or Sponsor of an AFL Club. Such payments shall be in addition to and separate from payments made to the Player for performance of service as a professional footballer and not taken into account in calculating Total Player Payments.

2. Player marketing contracts may include arrangements of the types set out below:

#### *Type 1*

Player enters into an agreement directly with a sponsor of the Player's AFL Club for marketing work:

eg. A Hawthorn Player contracts with HSBC to be paid \$15,000 for promoting HSBC.

#### *Type 2*

Player enters into an agreement with his AFL Club to promote sponsors of the AFL Club and to promote the AFL Club itself:

eg. A Collingwood Player contracts with Collingwood to be paid \$40,000 for marketing Emirates, Primus and Adidas exclusively for the club.

#### *Type 3*

Player licenses the right to use his name, image and likeness to a related entity (as defined in the AFL Player Rules). The related entity contracts with the Player's AFL Club or sponsors of the AFL Club for endorsements and promotions. The related entity employs the Player.

3. Such marketing contracts must be:
  - (a) in writing;
  - (b) bona fide commercially based arrangements; and
  - (c) lodged with the AFL within 28 days of the date of the signing of the contract by the parties.

## SCHEDULE E

### Licensing Operational Guidelines

#### PART A — GENERAL PRINCIPLES

1. All Licensing Activities remain centralised through the AFL Licensing Department.
2. A “user pays” system will apply to pass on revenue from the AFL Licensing Activities to the AFLPA and ultimately to the Players.

This arrangement provides the opportunity for all Players to participate in AFL Licensing/Marketing.

3. The number of Club ‘protected’ sponsors is four (4).
4. The rights of the players and the AFL in relation to Licensing Activities and other promotional activities will be recognised under the CBA and the Standard Playing Contract.

#### PART B — DEFINITIONS

For the purposes of these Guidelines, the following words have the meanings set out below:

“**CBA**” means the Collective Bargaining Agreement between the AFL and the AFLPA.

“**Featured Player**” means the Player who is the predominant or central focus.

“**Image**” includes a player’s name, photograph, likeness, reputation and identity.

“**Intellectual Property**” means in relation to:

- (a) AFL - all playing uniforms, on field uniforms, AFL Club shield logos, AFL Club caricature logos, club nicknames, all AFL logos, all photographs taken under AFL media accreditation;
- (b) AFLPA - All Player images (excluding uniforms), likenesses, signatures, nicknames, reputations.

“**Licensing Activities**” means all AFL product sales, sales promotions, advertising and endorsement arrangements.

“**Player**” means an AFL Player who is also a member of the AFLPA.

“**Product**” means any product which is produced by an AFL Licensee and sold through retail channels.

**“Promotion of the Game”** means any usage by the AFL or AFLPA that enhances or develops the game without an outside party receiving any benefit.

**“Promotions”** means any third party association that relates to endorsement, advertising or sales promotion. This also applies to any AFL or AFL Club Protected Sponsors.

## **PART C — GENERAL ARRANGEMENTS**

### **1. GENERAL**

- (a) The AFL may use a Player’s Image for AFL Licensing Activities provided that the AFL has obtained the approval of the Player for each such Licensing Activity in accordance with clause 2 below.
- (b) A Player shall not unreasonably refuse to grant approval for the use of his Image in an AFL Licensing Activity.
- (c) A Player shall make himself available for one half day per fortnight during each year of the Term of the CBA save and except for periods of leave, to participate in bona fide appearances for development of the game of Australian Football as well as AFL and Club promotions. Such appearances shall be scheduled by Clubs or the AFL as the case may be and notified to the Player within a reasonable time prior to him being required to attend. The promotional activities for a Player’s AFL Club will not be part of the AFL Licensing Activity program.
- (d) A Player may use his own Image for personal promotional activities in accordance with clause 5 below.

### **2. PLAYER APPROVALS**

- (a) Automatic approval

A Player is deemed to have given his approval for the use of his Image on the following range of AFL products: trading cards, stickers, posters, greeting cards, badges, mugs, videos, computer games and other products as agreed from time to time.

Should new products be released approval to use a Player’s Image will be sought as per the following procedure.

For any third party association consent will also be sought.

- (b) Other Approvals

- (i) All approvals to the use of a Player’s Image in AFL Licensing Activities will be co-ordinated by the AFL Licensing Department and forwarded to the AFLPA using the attached standard form (Appendix “A”).

The key contact at the AFL Licensing Department will be the Licensing Administration Manager to deal with Player related approvals, payments and communication.

- (ii) Approvals will be sought via the AFLPA and it will be the AFLPA's responsibility to contact either agents/managers, AFL Clubs or Players to obtain consents. Players have no more than 7 business days to grant or refuse approval to the use of their Image. This will be done from the date the request is sent from the AFL to the AFLPA. Should a response not be received by this time approval will be deemed to have been given and the AFL shall proceed without further notice.
- (iii) A Player cannot unreasonably withhold his approval to the use of his Image in AFL Licensing Activities. The typical instances where consent will be deemed to have been withheld reasonably are where the promotional activity relates to tobacco, drugs, alcohol, or conflicts with existing personal arrangements that have been documented to the AFLPA or the appearance or use of the Player's Image is detrimental to the Player's reputation.
- (iv) Records of all approvals will be kept on file by the AFL for payment.
- (v) Six or more Players from the same team equally represented constitutes a team and will not be paid individually nor need approval be sought, instead reverting to the category of "AFL team images" (eg AFL Club calendar) (refer Appendix B for a breakdown of AFL Licensing Categories).  
  
If six or more Players represented are from different teams this is part of the "multiple player image programs" (eg individual recipe cards).
- (vi) Where the AFL seeks approval for the use of the Images of six (6) or more Players from different teams to be used together in an AFL Licensing Activity, the AFL will seek approval under the Multiple Player Image Program (eg individual recipe cards).
- (vii) The AFL will only seek approval for "featured" Players and not surrounding Players in a Multiple Player Image Program. A "featured" Player is a Player who is central or significant to the relevant Licensing Activity.
- (viii) Net receipts from AFL Licensing Activities will be distributed in accordance with the following table:

<p style="text-align: center;"><b>AFL CLUB PROGRAMS</b></p> <p>Club Logos – AFL Logos</p> <p>100% AFL</p>	<p style="text-align: center;"><b>GENERAL PLAYER IMAGE PROGRAMS</b></p> <p>60 Players plus in production</p> <p>80% Player (via the AFLPA)</p> <p>20% AFL</p>
<p style="text-align: center;"><b>AFL TEAM IMAGE</b></p> <p>Club programs using six or more player images of the same team</p> <p>100%</p>	<p style="text-align: center;"><b>MULTIPLE PLAYER IMAGE</b></p> <p>6-59 Players</p> <p>80% Player [via the AFLPA]</p> <p>20% AFL</p>
<p style="text-align: center;"><b>PROMOTION OF THE GAME</b></p> <p>Non-revenue program</p> <p>No fees</p>	<p style="text-align: center;"><b>INDIVIDUAL PLAYER PROGRAMS</b></p> <p>1-5 Players</p> <p>80% Player</p> <p>20% AFL</p>

### 3. FINANCES

- (a) The AFL Licensing Department will pay Players for the use of their Images as set out in Appendix B — Breakdown of AFL Licensing Categories. The forecast amounts will be detailed in the request for approval form. This will encourage a “user pays” system, as compared to a flat fee structure. Payments to Players will be managed by the AFLPA.
- (b) Reports to Players will be sent to the AFLPA quarterly for disbursement. Disbursement will also be made quarterly.
- (c) Payments to the AFLPA under these programs will be paid quarterly.
- (d) The AFL will pay the AFLPA for all Player activity.
- (e) The AFL will only pay for the featured Player/s and not surrounding Players in a Multiple Player Image Program.
- (f) There will be no payment to Players for any activities defined as “promotion of the game”.

### 4. OTHER

- (a) The AFL Licensing Department will make available all Players for requests for Licensing Activities.

### 5. PLAYER PROMOTIONS

- (a) A Player may use his own Image for personal promotional activities, provided that those activities do not conflict with AFL Protected Sponsors or AFL Club protected sponsors and where activities will require the use of AFL property, those activities

do not conflict with an AFL licensee which spends \$100,000 or more in advertising with AFL Licensing, provided always that those activities are not prejudicial to the game of Australian football.

- (b) Each AFL Club may have up to four (4) protected sponsors.
- (c) Players must comply with this clause 5 in relation to their personal promotional activities.
- (d) Players shall not use any AFL property (in particular, playing and On Field uniforms and other items within the AFL On Field policy) or AFL intellectual property (logos, designs etc) in any promotional activity without the consent of the AFL which shall not be unreasonably withheld.

AFL Club sponsors requesting to use Players for promotional activities must follow these guidelines and the AFL Marketing Guidelines in relation to the use of AFL property and intellectual property.

- (e) Players shall not “pass off” their association with their AFL Club in their personal promotional activities.
- (f) Players do not need to seek AFL consent for personal promotional activities in accordance with the CBA where AFL property or intellectual property is not used. Attachments 7, 8 and 9 set out examples of personal promotional activities where a Player does not need to seek AFL consent.
- (g) If a Player seeks consent from the AFL to use AFL property or intellectual property in the Player’s personal promotional activities, a written request for consent shall be forwarded to the AFL Licensing Manager in the form set out in Appendix D.
  - The AFL will negotiate with the Player or their representative a fee to be payable to the AFL. The AFL reserves the right to reject the request.
  - Approvals will be required at each stage by all parties. The AFL reserves the right to reject materials submitted.
  - Only individuals can be included and there can be no association or branding by any non-AFL player group.
  - The association can only be made between the Player and the advertisers and not the AFL, AFL Club or competition.
  - 7 day approvals will apply.
  - Payment will be required in advance of media appearance and will be for a defined time. AFL Player uniforms will not be able to be used by companies competing with AFL or AFL Club protected sponsors or AFL licensees contributing over \$100,000 per year.

- Consent will need to be received in writing by the AFL and cannot conflict with any AFL or AFL Club protected sponsor or AFL licensee.
- (h) Players will assign any copyright they may hold in or in connection with any AFL Licensing Activity or promotional activity to the AFL.
- (i) No airbrushing of uniforms or “dusting” of photographs used in AFL Licensing Activities or promotional activities will be permitted.
- (j) Player signatures will be covered as follows:
  - (i) Promotion of the game — no charge
  - (ii) Memorabilia — as negotiated
  - (iii) Original signature (including fax or scanned signature or any other such reproduction) — as per attached scale (Refer to Appendix C).
- (k) A regular meeting comprising representatives from the AFL, AFLPA and AFL Clubs will be organised to review these guidelines.

## SCHEDULE F

### Agreed Amendments to Player Rules

1. The maximum and minimum number of Players to be included on an AFL Club's Primary List shall include Veteran Players as that term is defined in the Rules, save that a Player shall be deemed to be a Veteran if that Player turns 30 years of age or is older, on or before 30 September in the relevant playing AFL Season.
2. A Club may, at its discretion, list any number of eligible Veterans and for Total Player Payment purposes, the 50% discount applicable to the current two permissible Veterans, shall be spread proportionately across the number of Veterans in excess of two as set out below:

Number of Veterans	Percentage Discount of Veteran Player's Salary
1	50
2	50
3	$33\frac{1}{3}$
4	25
5	20
Any number greater than 5	$100 \div \text{number of Veterans}$

3. For the avoidance of doubt, the requirement that a Player remain as a veteran on that Club's Primary List until the Player leaves that Club, will remain.
4. For clarification and avoidance of doubt, a Rookie shall not be promoted onto the Primary List of an AFL Club save and except for the purpose of replacing a long term injury list Player as that concept is referred to in the Rules or where an AFL Club demonstrates to the AFL General Manager – Football Operations that there are exceptional and compelling circumstances that make it harsh and unconscionable for a Rookie not to be promoted onto that AFL Club's Primary List and where to do so would not result in that AFL Club exceeding the maximum number of Players on its Primary List. AFL Clubs who do not have Veterans inside the Club's List shall continue to be entitled to nominate eligible Rookies.
5. No Player shall be delisted from the list of an AFL Club from the period immediately following the Pre-Season Draft until the day immediately after the next trading period without the consent of the AFL General Manager – Football Operations.
6. The ballot which currently determines the order of selection for the Pre-Season Draft shall be abolished.
7. Long service leave payments made pursuant to the long service leave certified agreements shall be included in the definition of Total Player Payments.

**SCHEDULE G****Matters for Review**

1. The parties will review the Investigations Manager's powers in relation to specific tasks, namely, audit and investigation, it being accepted that general audit powers should not be as wide as powers available in respect of a specific investigation.
2. The parties will consider further, the level of satisfaction which the Investigations Manager should have prior to commencing a formal investigation for conduct prejudicial to the Draft or conduct in breach of the Total Player Payments provisions, it being accepted that the Investigations Manager must have sufficient powers to be able to compel persons to give an account and to produce documents as are reasonably necessary for the Investigations Manager to properly inform himself of all relevant circumstances.
3. The parties agree to review the structure of benefits provided under the disability insurance policy arranged by the AFL Insurance Policy pursuant to clause 11.4 of this Agreement with a view to improving the benefits available to players within the cost of the policy taken out by the AFL in 2003.
4. The parties will consider penalties for Players involved in wrestling and having such Players undertake development functions in conjunction with or in lieu of the current remedies.