

**AUSTRALIAN FOOTBALL LEAGUE**

**and**

**AUSTRALIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION  
INCORPORATED**

**COLLECTIVE  
BARGAINING AGREEMENT**

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**THIS AGREEMENT** is dated

2007

**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 23<sup>rd</sup> March 2004 known as the AFL/AFLPA Collective Bargaining Agreement 2003-2008., (“the 2003 CBA”).
- F In accordance with the terms of the 2003 CBA, the parties met to review the provisions of the 2003 CBA including the Total Player Payments for 2007 and 2008 and the parties agreed that a new CBA would be entered into on the terms set out in this Agreement to operate for the period from 1<sup>st</sup> November 2006 to 31<sup>st</sup> October 2011.
- 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:

**“2003 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 21.1(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 and Marketing 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.

**“Agreement”** means this agreement together with any annexures and schedules.

**“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 NAB Regional Challenge Series or any like successor competition howsoever titled.

**“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) a nominated 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”).

**“Gap”** means a “gap” rebate associated with payment for scheduled medical services required for injury or illness (as per Commonwealth schedule of medical benefits ) which private health insurance does not cover.

**“Grievance Tribunal”** means the Tribunal referred to in clause 33 of this Agreement.

**“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.

**“Player Retirement Fund”** means a fund established by AFLPA to provide retirement and like benefits to its members...

**“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 NAB 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.

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

**“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.

**“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**

3.1 This Agreement shall operate on and from 1 November 2006 for a period of five (5) years until 31 October 2011 and will, subject to clause 3.3, continue to apply after that date until a new collective bargaining agreement is made between the AFL and the AFLPA.

3.2 For the purposes of this clause, the terms and conditions that apply on 31 October 2011, including any monetary benefits, shall continue to apply until a new collective bargaining agreement is made between the AFL and the AFLPA unless this Agreement is terminated pursuant to clause 3.3.

3.3 In the event that the parties are unable to reach agreement on the terms of a new collective bargaining agreement by 30 June 2011 or such later date as agreed between the parties, either party may by the giving of 30 days notice in writing to the other party terminate this Agreement provided that such notice shall not take effect before 1<sup>st</sup> November 2011.

## **4. REVIEW OF AGREEMENT**

- 4.1 The parties will meet on or before 1 February 2009 for the purpose of:
- (a) determining any of the matters to be determined under the provisions of this Agreement at that time;
  - (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 2009, 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 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 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 or vary the rights of Players in any material way ;
- (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 in a material way.

## **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 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.

- 8.6 (a) The AFL acknowledges that the AFLPA has reserved its position in relation to its agreement to the terms set out in sub-clause 8.1 pending the outcome of the Working Party on Player Movement (Schedule H).
- (b) If the outcome of the Working Party on Player Movement (Schedule H) is not satisfactory to the AFLPA (acting reasonably), the AFLPA shall be entitled to revoke its agreement to the terms of clause 8.1 as they pertain to the AFL Player Rules which restrict the freedom of players to transfer from one AFL club to another

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

- 9.1 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) 2007 - \$6,943,750;
- (b) 2008 - \$7,431,250;
- (c) 2009 - \$7,693,750;
- (d) 2010 - \$7,950,000; and
- (e) 2011 - \$8,212,500.

- 11.2 In calculation of the Total Player Payments for each AFL Club, 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;
  - (k) living expenses paid under paragraph 8.3 of Schedule B;
  - (l) prize money paid to Players in accordance with paragraph 17 of Schedule B; and
  - (m) top 5 draft pick recognition payments made to Players in accordance with paragraph 2.7 of Schedule B.
- 11.4 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.
- 11.5 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.

- 11.6 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 its Long Term Injury List after 5.00pm on Thursday following 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 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 Port Adelaide has been in the AFL Competition for 10 years, the exception will cease to apply 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.
- 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 nominated 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;
- (j) an AFL Club shall be liable/responsible for reimbursing a Player the Gap and any other costs, not covered by private health insurance, upon production of relevant receipts or other proof of payment, reasonably incurred by the Player within 12 months of delisting from his AFL Club or such longer period as is reasonable and necessary to properly treat the injury, in the treatment of injuries that are identified in that Player's exit medical as injuries incurred whilst playing football, whilst training for football or whilst engaged in activities authorised by the AFL Club.

## **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 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 will cease to apply once that Club has 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 the amounts set below:

2007 - \$485,000  
 2008 - \$519,000  
 2009 - \$537,000  
 2010 - \$555,000; and  
 2011 - \$573,000

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**

- 17.1 An AFL Club and a Player shall not include provision in a Player's contract which would entitle either party to unilaterally exercise an option to extend the term of a Player's contract.
- 17.2 The parties to a Player contract, which contract has not been terminated, may vary the terms or negotiate the term of the contract or renew the contract for a further term/s, by written agreement of the parties.
- 17.3 All such contracts shall expire on 31 October in the final year of the Player's contract unless the contract has been varied or renewed in which case the contract shall expire on 31 October in the final year of the varied or renewed 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 review the provisions of the Standard Playing Contract through a working party to be established pursuant to this Agreement. Such review shall be completed on or before 1<sup>st</sup> April 2009.
- 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 or where the Player is over 23 years of age by 31 December in the year in which he is selected by a Club.
- 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. GAME DEVELOPMENT AND PROMOTION**

- 20.1 (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 the 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.

By no later than 1 April in the relevant year, the AFL and each AFL Club shall provide the AFLPA with a list of scheduled appearances as is required to be provided to the Players under clause 20.1 (d). The list of appearances shall specify the name(s) of the Player(s) involved, 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;
  - (iv) the training, playing and other commitments of the Players; and
  - (v) a Player's reasonable cultural or religious beliefs and commitments.
- (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.
- (h) Players who are completing secondary school studies shall not be required to perform AFL appearances.

20.2 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 20.2 shall be construed as entitling the AFL or AFL Clubs to program 84 hours of a Player's time for appearances.

20.3 The promotional activities that a Player shall make himself available for, under clause 20.1, 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 20.3(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 20.1.

20.4 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.

20.5 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.

20.6 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 20. 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 20.5.

20.7 Any scheduling or rescheduling of Player appearances pursuant to this clause 20 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.

20.8 The AFL and each AFL Club agree that:

- (a) they shall not schedule appearances during 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) they shall not schedule appearances during a Player's one day off each week;
- (c) Players who are undertaking tertiary studies shall not be required to perform AFL or AFL Club appearances which fall on or within 2 days prior of scheduled exam dates.

20.9 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.

- 20.10 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.
- 20.11 Nothing in this clause 20 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.
- 20.12 The AFL agrees to provide annual updates to the AFLPA on the ongoing operation of the AFL World including information on the business performance of AFL World and the frequency and level of involvement of the Players in the activities of the AFL World.

Appearances by Players at AFL World shall be co-ordinated by the AFL and the use of a Player's Image in respect of AFL World 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 AFL World 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.

- 20.13 The AFLPA and AFL shall, no later than 30 April 2009, conduct a review of the programming of the 21 half day appearances under this clause which review shall consider the following matters:
- (a) the compliance of the AFL and AFL Clubs with the terms of this clause;
  - (b) the type/nature of the appearances;
  - (c) the timing and detail of the notifications given to players;
  - (d) the periods of time involved in the appearances including the time spent travelling to and from the location at which the appearances were held;
  - (e) the travel arrangements made for or required to be made by the player/s; and
  - (f) the proximity of training, playing and other commitments of the player/s to the time of the appearance.

## 21. USE OF PLAYER IMAGE

- 21.1 (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 by the parties prior to 1<sup>st</sup> April 2009.. 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.
- 21.2 The amount referred to in sub-clause 21.1(b) 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).
- 21.3 The number of AFL Protected Sponsors shall be no more than five. The AFL shall notify the 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 in writing as soon as possible of such change.
- 21.4 Subject to sub clause 21.5, 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

21.5 The winner/s of the Awards referred to in sub clause 21.4 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.

21.6 The AFLPA acknowledges that the AFL Licensing & Marketing Operational Guidelines set out in more detail the way in which Players, the AFL, AFL Clubs and their respective sponsors may use a Player's Image in accordance with this Agreement and the AFL, AFLPA, AFL Clubs and Players agree to comply with AFL Licensing & Marketing Operational Guidelines.

21.7 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.

## **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 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.
- 22.5 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.
- 22.6 The licensing and marketing arrangements set out on Schedule E shall subject to the provisions of Schedule E, apply only until 31 October 2008.

### **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 each year to the AFLPA the amount set out opposite the relevant year:

2007 - \$11,160,000  
 2008 - \$11,260,000  
 2009 - \$11,260,000  
 2010 - \$11,360,000  
 2011 - \$11,360,000

These funds will be expended by the AFLPA for the purposes determined by it.. Such purposes may include but not be limited to Player education and training, health, welfare and retirement benefits.

- 24.2 (a) The AFL and AFLPA agree that the AFLPA shall be entitled to an additional distribution from the AFL, such distribution shall, unless otherwise agreed, be applied to the Player Retirement Fund. Such additional distribution shall be calculated and distributed in accordance with the formula set out in Schedule A.
- (b) The AFLPA acknowledges that the amount set out in clause 24.1 above includes a provision for a minimum payment of licensing royalties due to the AFLPA under this Agreement of \$700,000 per annum. The AFL agrees that in the event that licensing royalties due to the AFLPA under this Agreement exceed

\$3,500,000 over the term of this Agreement (“Excess”) the AFL shall pay the Excess to the AFLPA.

- 24.3 The bodies established by the 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 imposing of any relevant conditions applicable to a payment.
- 24.4 The composition of the bodies referred to 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 Notwithstanding the provisions of clause 24.1, the AFLPA agrees to contribute at least \$1.4 million in each year of the term of this Agreement from the above amounts referred to in clause 24.1 into the AFLPA Player Retirement Fund in addition to the forecast amounts to be contributed by the AFLPA to the Player Retirement Fund during the term of this Agreement which forecast amounts are \$5.0 million per annum.
- 24.6 The AFL shall, in addition to the amounts referred to in clause 24.1, pay the amount of \$1.5 million (it being understood that the AFL will have consulted with the AFLPA in relation to the allocation of these funds) to the AFLPA or relevant Player for the purposes of promoting the services and products of the AFL multi-media corporate partner. The detailed arrangements are to be negotiated and agreed between the AFL and AFLPA/Player by 1st February (or such other agreed date) each year of the term of this Agreement.
- 24.7 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.
- 24.8 AFLPA shall provide regular updates to the AFL on support programs funded by monies provided to the AFLPA by AFL pursuant to this clause.
- 24.9 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. Such person shall be required to participate in reasonable professional development programs and courses as identified by the AFL in consultation with the AFLPA from time to time.

## **24A AFL PLAYER APPRENTICESHIP**

- 24A. 1 Where a First Year Player, Second Year Player or Rookie Player makes application to AFL SportsReady Pty Ltd to undertake an approved AFL Player Apprenticeship and such application has been approved by the Sub-Committee, the Player shall be entitled to receive, upon completion of the Apprenticeship, the sum of \$3000 (“the

incentive completion amount”). For the purposes of clarity, the incentive completion amount shall not be payable where the Player does not complete the Apprenticeship.

- 24A.2 Where a Player’s application under sub-clause 24A.1 above has been approved by the Sub-Committee, the Player shall, in addition to and separate from the Standard Player’s Contract, enter into a traineeship agreement with AFL SportsReady Pty Ltd in accordance with the terms of the National Training Wage Award.
- 24A.3 Where sub-clause 24A.2 applies, the amount payable to the Player by the Player’s AFL Club under the Standard Playing Contract in accordance with the terms of this Agreement shall be reduced by the amount of the wage payable by AFL SportsReady Pty Ltd to the Player under the National Traineeship Wage Award for the relevant period.
- 24A.4 Notwithstanding the foregoing, the AFL Club which employs the Player to which this clause applies shall, at all times, remain liable for payment of the applicable minimum base payment to the Player in the relevant year in the event that the Apprenticeship is not completed.
- 24A.5 The incentive completion amount payable to an AFL Player under sub-clause 24A.1 will not be taken into account in calculating an AFL Clubs Total Player Payments.
- 24A.6 For the purposes of this clause:

“Apprenticeship” means a traineeship in Cert III ( COPS)

“Sub-Committee” means a committee comprising three appropriate representatives nominated as follows:

- one by the AFLPA;
- one by AFL SportsReady;
- one by the AFL.

- 24A.7 In recognition of the commitment and work of the AFLPA to the establishment of apprenticeships, the AFL undertakes to contribute the following amounts to AFL SportsReady for the purposes of administering and delivering the AFL Apprenticeship Program in conjunction with the AFLPA:

2007- \$200,000

2008-\$200,000

2090-\$200,000

2010-\$200,000

2011-\$200,000

or such other amounts that may be agreed between the AFL, AFL SportsReady and the AFLPA from time to time.

## **25. CONSULTATION**

- 25.1 AFL agrees to invite a representative of AFLPA to attend meetings of the AFL Commission from time-to-time. The AFLPA shall also be entitled to address the AFL Commission in relation to significant issues which affect the AFLPA and/or its members.
- 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.
- 25.8 The AFL agrees to provide the AFLPA with statistical information relating to player contracts, Additional Services Agreements and other payments, as agreed between the AFL and AFLPA from time to time, including but not limited to all statistical information, covering similar subject matters as referred to above, that is provided by the AFL to all AFL Clubs. Such statistical information shall be provided by the AFL annually and may be provided at other lesser intervals as agreed between the AFL and AFLPA.

## **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**

- 27.1 The parties had conducted and finalised a review of the provisions of the Code of Conduct and the AFL subsequently sought some further amendments to the Code. The parties now acknowledge agreement on the further amendment to the Code of Conduct as set out in clause A of Schedule K. The agreement to this further change is subject to and conditional upon to the Standard Playing Contract being amended in accordance with the provisions in clause B of Schedule K.
- 27.2 An AFL Club may not terminate the Standard Playing Contract it has with a Player under Clause 17 of that Contract in respect of circumstances involving a breach of the Code of Conduct, where the AFL Club has imposed a forfeiture on the Player pursuant to the Code of Conduct in respect of that breach.
- 27.3 Where the Player engages in conduct that breaches the provisions of the Standard Playing Contract that Player has with his AFL Club, and the Code of Conduct, the AFL Club may not impose, whether by agreement or otherwise, a monetary sanction (including without limiting the foregoing, an amount of damages) upon a Player under that Player's contract which is greater than the maximum allowable amount that may be withheld by the AFL Club under the Code of Conduct for the relevant conduct.

## **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 agree to establish a standing committee on Occupational Health and Safety comprising representatives of the AFL, AFLPA, AFL Clubs, AFL Medical Officers and where appropriate venue operators. The Committee shall consider and address OH&S matters affecting players generally. The Committee shall meet at least twice a year to conduct its business and shall provide a report after each meeting to the AFL Commission and AFLPA Executive in relation to all matters dealt with.
- 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. Players who purchase Grand Final tickets in accordance with this clause shall be entitled to receive their tickets in the same manner as AFL Clubs receive their allocation of tickets and shall not be required to personally attend the Grand Final venue on Grand Final day in order to collect same.
- 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.

### **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.

"Player" for the purposes of this clause means:

- (i) a Player (as defined in sub clause 1.3);
- (ii) a person who was registered as a Player and has raised the grievance (as defined) in accordance with this clause on or before 30<sup>th</sup> June in the year following the Player's delisting; or
- (iii) a person who was registered as a Player and has made application under subparagraph 11.1(a) of Schedule B, paragraph 11 in accordance with the time limit prescribed in sub paragraph 11.1(c).

"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 Each Player agrees that, should he consent to a request from an AFL Club for a statement of his football medical history to be provided to that Club for the purposes of researching that Player's fitness for the purposes of the Draft or an exchange during the trading period ("Purpose") (which statement of football medical history shall be provided by his current Club doctor) then such football medical history must be made available to all other AFL Clubs that request a copy of same for the Purpose.
- 34.5 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. WORKING PARTIES**

36.1 The parties have agreed to establish working parties to review the matters set out below:

- (a) AFL Player Movement- the Terms of Reference are set out in Schedule H.
- (b) Player Accident Insurance- the Terms of Reference are set out in Schedule I.
- (c) Player Injury Payments- the Terms of Reference are set out in Schedule J

36.2 The parties agree to co-operate in the establishment and operation of each working party and act in good faith and in a timely manner in accordance with the agreed timetables set out in the respective Terms of Reference.

### **37. 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.

### **38. 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.

### **39. NOTICES**

#### **39.1 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

#### **39.2 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.

## 40. AMENDMENT

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

## 41. 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.

## 42. 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.

**43. 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**

**Revenue Sharing Formula for AFLPA**

**Commercial in Confidence**

## SCHEDULE B

### Minimum Terms and Conditions

#### 1. Base and Senior Match Payments

- 1.1 An AFL Club shall pay each Player it employs in 2007, 2008, 2009, 2010 and 2011, 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
2007	\$56,700	\$2,400
2008	\$60,600	\$2,600
2009	\$62,700	\$2,700
2010	\$64,700	\$2,800
2011	\$66,900	\$2,900

- 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).
- 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 2007, 2008 2009, 2010 and 2011 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 \$
2007	1 <sup>st</sup> round	50,200	2,400	Nil	2,300	2,300	2,300	6,900
2007	2 <sup>nd</sup> round	45,500	2,400	Nil	2,300	2,300	2,300	6,900
2007	3 <sup>rd</sup> round and subsequent choices and pre-season draft	43,200	2,400	Nil	2,300	2,300	2,300	6,900
2008	1 <sup>st</sup> round	53,700	2,600	Nil	2,500	2,500	2,500	7,500
2008	2 <sup>nd</sup> round	48,700	2,600	Nil	2,500	2,500	2,500	7,500
2008	3 <sup>rd</sup> round and subsequent choices and pre-season draft	46,300	2,600	Nil	2,500	2,500	2,500	7,500
2009	1 <sup>st</sup> Round	55,500	2,700	Nil	2,600	2,600	2,600	7,800
2009	2 <sup>nd</sup> Round	50,400	2,700	Nil	2,600	2,600	2,600	7,800
2009	3 <sup>rd</sup> Round and subsequent choices and pre-season draft	47,800	2,700	Nil	2,600	2,600	2,600	7,800
2010	1 <sup>st</sup> Round	57,300	2,800	Nil	2,650	2,650	2,650	7,950
2010	2 <sup>nd</sup> Round	52,000	2,800	Nil	2,650	2,650	2,650	7,950
2010	3 <sup>rd</sup> Round and subsequent choices and pre-season draft	49,400	2,800	Nil	2,650	2,650	2,650	7,950
2011	1 <sup>st</sup> Round	59,200	2,900	Nil	2,700	2,700	2,700	8,100
2011	2 <sup>nd</sup> Round	53,800	2,900	Nil	2,700	2,700	2,700	8,100
2011	3 <sup>rd</sup> Round and subsequent choices and pre-season draft	51,000	2,900	Nil	2,700	2,700	2,700	8,100

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).

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 or where the Player is over 23 years of age by 31 December in the year in which he is selected by a Club.
- 2.7 First Round Draft Choice players who are selected in the top five (5) draft picks in the National Draft shall receive from the AFL a one off payment of the amount set out opposite the position in the draft the Player was selected:
- |        |          |
|--------|----------|
| Pick 1 | \$10,000 |
| Pick 2 | \$5,000  |
| Pick 3 | \$5,000  |
| Pick 4 | \$2,500  |
| Pick 5 | \$2,500  |

Players who receive this benefit shall provide such promotional assistance as the AFL may reasonably require in connection with the promotion of the game of Australian rules football during their first year as a listed AFL player.

### **3. Second Year Players**

- 3.1 An AFL Club shall pay each Second Year Player it employs in 2007, 2008, 2009, 2010 and 2011 a base payment and a Senior Match payment per Senior Match of the amounts set out in the following tables:

**2007 Second Year Player**

	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
<b>Draft Choice*</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 <sup>ST</sup> round	51,200	2,600	53,600	2,750	56,000	3,000	60,900	3,600	65,800	3,600
2 <sup>nd</sup> round	46,400	2,600	48,600	2,750	50,800	3,000	55,200	3,600	59,600	3,600
3 <sup>rd</sup> round and subsequent choices and pre-season draft	44,000	2,600	46,100	2,750	48,200	3,000	53,400	3,600	56,700	3,600

**2008 Second Year Player**

	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
<b>Draft Choice*</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 <sup>ST</sup> round	54,700	2,800	57,300	2,900	59,900	3,200	65,200	3,800	70,400	3,800
2 <sup>nd</sup> round	49,700	2,800	52,000	2,900	54,400	3,200	59,100	3,800	63,800	3,800
3 <sup>rd</sup> round and subsequent choices and pre-season draft	47,100	2,800	49,300	2,900	51,600	3,200	56,000	3,800	60,600	3,800

**2009 Second Year Player**

	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
<b>Draft Choice*</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 <sup>ST</sup> round	56,600	2,900	59,300	3,000	61,900	3,300	67,400	4,000	72,800	4,000
2 <sup>nd</sup> round	51,400	2,900	53,800	3,000	56,200	3,300	61,100	4,000	66,000	4,000
3 <sup>rd</sup> round and subsequent choices and pre-season draft	48,700	2,900	51,000	3,000	53,300	3,300	57,900	4,000	62,700	4,000

**2010 Second Year Player**

	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
<b>Draft Choice*</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 <sup>ST</sup> round	58,500	3,000	61,200	3,100	64,000	3,400	69,600	4,100	75,200	4,100
2 <sup>nd</sup> round	53,100	3,000	55,600	3,100	58,100	3,400	63,100	4,100	68,100	4,100
3 <sup>rd</sup> round and subsequent choices and pre-season draft	50,300	3,000	52,700	3,100	55,100	3,400	59,800	4,100	64,700	4,100

**2011 Second Year Player**

	Senior Matches Played in Previous Year									
	Nil		1-5		6-10		11-15		16+	
	Base	Match	Base	Match	Base	Match	Base	Match	Base	Match
<b>Draft Choice*</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1 <sup>ST</sup> round	60,400	3,100	63,200	3,200	66,100	3,500	71,900	4,200	77,700	4,200
2 <sup>nd</sup> round	54,800	3,100	57,400	3,200	60,000	3,500	65,200	4,200	70,400	4,200
3 <sup>rd</sup> round and subsequent choices and pre-season draft	51,900	3,100	54,400	3,200	56,900	3,500	61,800	4,200	66,900	4,200

\* 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).
- 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 2007, 2008, 2009, 2010 and 2011 a minimum base payment and minimum Senior Match payment per Senior Match of the amount set out in the table below:

Year	Base Payment	Senior Match Payment
2007	\$30,000	\$0
2008	\$32,100	\$0
2009	\$33,200	\$0
2010	\$34,300	\$0
2011	\$35,400	\$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 Senior Match Payment per Senior Match and bonuses for Senior Matches played of the amount set out in the table below:

Year	Base \$	Senior Match \$	Bonus for Senior Matches Played in Current Year				
			Nil	1 - 5	6 - 10	11+	Max Bonus \$
2007	43,200	2,400	Nil	2,300	2,300	2300	6,900
2008	46,300	2,600	Nil	2,500	2,500	2,500	7,500
2009	47,800	2,700	Nil	2,600	2,600	2,600	7,800
2010	49,400	2,800	Nil	2,650	2,650	2,650	7,950
2011	51,000	2,900	Nil	2,700	2,700	2,700	8,100

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.

- 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 amount if that Rookie participates in the Pre-Season Competition as follows:

2007	\$2150
2008	\$2300
2009	\$2375
2010	\$2450
2011	\$2540

- 4.6 In the event that a Rookie is promoted or drafted 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 under Player Rule 21.11 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 under Player Rule 21.11 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 he cannot be paid less than he would have earned as a Rookie.
- (c) save for a Rookie that is drafted by an AFL Club as a first or second round draft choice, 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 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.

5.3 An AFL Player shall be paid all bonus and incentive payments by no later than 31 October in the year in which the bonus and/or incentive payments were earned.

## **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 (ie 56 days) 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").

An additional one week period of leave shall be provided for the period commencing 23 December and ceasing 1 January (inclusive) the following year.

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 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 (being 7 days) 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 Players competing in International Rules Matches shall, immediately upon the conclusion of their obligations in such matches, receive a period of leave equal to the period in which they were required to travel, train or play as part of the squad contesting the International Rules Matches in the relevant year.
- 6.13 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.
- 6.14 In addition to the periods of leave provided to Players under paragraph 6.1, Players shall also be entitled to additional periods of leave in accordance with the provisions of the relevant AFL Players Long Service Leave Certified Agreement applicable to the AFL Club.
- 6.15 Each AFL Club is required to notify the AFL and the AFLPA of its arrangements for the provision of Players' leave in accordance with this clause within one week of the conclusion of that Club's involvement in the relevant AFL season.

## **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.

- 7.3 Each AFL Club is required to notify the AFL and the AFLPA of its arrangements for the provision of at least one day's break from Club activities to all listed Players by 1 February each year.

## 8. Allowances

### 8.1 Relocation Benefits

- (a) A first year draft choice Player or Rookie who is required to relocate as a result of inclusion on the List of an AFL Club shall be entitled to the relocation benefits set out in this paragraph 8.1.
- (b) The relocation benefits shall comprise the following benefits:
- (i) relocation costs (based on actual costs);
  - (ii) Player and parents travel (based on actual costs);
  - (iii) reimbursement for the cost of specified assets in setting up living arrangements as a result of being relocated (based on actual costs up to a limit of \$5000 (including FBT) for 2007, which amount will be adjusted annually by the increase in the CPI); and
  - (iv) living allowance based on actual costs up to the following limit:

2007	\$6,750
2008	\$7,225
2009	\$7,475
2010	\$7,720
2011	\$7,975

The AFL will from time to time issue bulletins, as approved by the AFLPA, outlining the detailed arrangements governing the provision of allowances.

- (c) The cost of the provision of relocation benefits provided pursuant to and within limits prescribed by 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.
- 8.2 (a) A first year draft choice Player or Rookie 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 shall be entitled to be reimbursed for the reasonable removalists costs and economy class air fare/other travel costs for the Player.
- (b) Any such relocation costs reimbursed pursuant to and within the limits prescribed by this paragraph 8.2 shall not be included in the Total Player Payments of the AFL Club provided the costs are considered by the AFL Investigations Manager to be reasonable bona fide.

- (c) This benefit will not apply to a Player:
  - (i) who is recruited by another AFL Club;
  - (ii) who has retired;
  - (iii) whose contract was terminated as a result of serious or repeated misconduct by that Player; or
  - (iv) who has agreed in writing with his AFL Club to otherwise terminate his contract.

- 8.3 (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 reimbursed for the reasonable removalists costs and economy class air fare/other travel costs for the Player.
- (b) Any such relocation costs reimbursed pursuant to and within the limits prescribed by this paragraph 8.3 shall not be included in the Total Player Payments of the AFL Club provided the costs are considered by the AFL Investigations Manager to be reasonable bona fide.
- (c) In assessing the reasonableness of the costs incurred, account shall be taken of the circumstances of the relocation including the distance travelled and the assets and personal effects relocated.

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

- 9.1 The AFL acknowledges that the AFLPA has introduced a member benefit program which will provide top medical private health insurance for all Players on a List. The AFL and AFL Clubs agree to cooperate with the AFLPA and individual Players in relation to the implementation and on going operation of the AFLPA private health insurance program, including the claims management process.
- 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 and/or the AFLPA private health insurance program referred to in paragraph 9.1 above. 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
2007	\$ 1300
2008	\$ 1400
2009	\$ 1500
2010	\$ 1600
2011	\$ 1700

## 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 as follows:

2007	\$535
2008	\$575
2009	\$595
2010	\$615
2011	\$635

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. It is acknowledged that the AFLPA health insurance program will cover the first year of such insurance and that the cost of providing such insurance (if required) for a second year 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 approved by a medical practitioner or other relevantly qualified professional such as a physiotherapist 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;
- (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; and
- (x) notwithstanding anything in the foregoing provisions of this paragraph 11, where a Rookie (other than a Nominated Rookie) is injured in a Match played in the Pre-Season Competition (including a match in the Regional Challenge Series) the rate per Senior Match missed through the injury up to a maximum of 30 matches as follows:

2007	\$520
2008	\$555
2009	\$575
2010	\$595
2011	\$615

For the purposes of this paragraph a Rookie shall be deemed to be eligible for selection to play in a Senior Match.

- 11.5 The parties have established two working parties which will deal with the particular provisions of this paragraph 11 (namely Player Accident Insurance and Player Injury Payments). The relevant working parties and terms of reference are referred to in clause 36 of this Agreement.

## **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 The payments due to a Player under paragraphs 12.1(c) and 12.1(d) shall, unless otherwise agreed between the Player and the AFL Club, be paid as follows:
- (a) a monthly instalment of the base payment on 30<sup>th</sup> November in the year the Player was delisted;
  - (b) in the event that the Player is not drafted by another AFL Club in the National or Pre-Season Draft held in the year the Player was delisted:
    - (i) the balance of the base payment due to the Player within seven (7) days of the date of the Pre-Season Draft;
    - (ii) the amount (if any) due under paragraph 12.1(d), within seven (7) days of the date of the Pre-Season Draft..
- 12.3 Where a Player is drafted by another AFL Club any outstanding payments due to the Player under paragraphs 12.1(c) and 12.1(d) shall be dealt with in accordance with the provisions of paragraph 12.6
- 12.4 Subject to paragraph 12.6, 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.
- 12.5 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 12.5 shall be construed as preventing a Player from negotiating and reaching agreement with an AFL Club on a termination payment from the transferor Club.

#### 12.6 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 12.6;
- (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 both to the AFL Club and the Player and shall identify any further treatment and rehabilitation for any injury identified. The AFL Club shall retain a copy of the medical report and shall, upon request, provide a copy to the Player. 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 or recently delisted (at the end of the last AFL Season) Player trains with an AFL Club, the AFL Club shall pay the Player per week for each week the Player trains at the AFL Club no less than the following:

2007	\$535
2008	\$575
2009	\$595
2010	\$615
2011	\$635

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.

## **16. Player Contribution to Camps and Trips**

16.1 Subject to paragraph 16.2 below, the AFL or an AFL Club must not request a contribution or require any Player to pay an amount for the costs of travelling to, attending or participating in, interstate or overseas AFL matches (including without limitation exhibition matches), AFL Club training activities or AFL Club camps.

16.2 Paragraph 16.1 shall not apply where:

- (a) The amounts to be paid by each Player are determined on a proportional basis according to the Players' salary levels; and
- (b) No player is required to pay an amount greater than \$2,000 or 5% of his salary, whichever is the lesser; and
- (c) The Club has received the agreement of 75% of the listed players at the Club to the proposed financial arrangements, such agreement to be obtained via secret ballot conducted by Club management in conjunction with the AFLPA Club delegate.

## **17. Premiership and Finals Prizemoney**

A prize money pool of \$1.1 million will be distributed by the AFL to the AFL Clubs, which finish in the final 8 in a season, to be redistributed to Players on the List of that Club in the relevant year on an equitable basis in accordance with guidelines agreed to between the AFL and AFLPA.

**SCHEDULE C****List Sizes**

<b>2007/2011</b>		<b>Primary List Size</b>	<b>Veterans List/ Nominated Rookies</b>	<b>Rookies</b>	<b>TOTAL</b>
<b>Minimum</b>		<b>38</b> (including Veterans on Veterans List)		<b>4</b>	
<b>Maximum</b>	None on Veterans List/Nominated Rookies	<b>38</b>		<b>6</b>	<b>44</b>
	1 on Veterans List or 1 Nominated Rookie	<b>38</b>	<b>1</b>	<b>5</b>	<b>44</b>
	2 on Veterans List or 2 Nominated Rookies or 1 of each	<b>38</b>	<b>2</b>	<b>4</b>	<b>44</b>
				<p>* Cannot have more than 6 rookies except as set out under Player Rule 21.1.2 where all Clubs may have up to 9 Rookies which would include 3 Scholarship List or International Scholarship Players or in the case of Sydney and Brisbane could also include 3 or more Rookies domiciled in the Sydney and Brisbane metropolitan areas respectively.</p>	

## 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 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 & Marketing 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.
5. The AFL and the AFLPA acknowledge and agree that it is to the mutual advantage of both parties that:
  - (i) the parties work together in a co-operative and constructive manner to maximise the revenues generated from Licensing Activities involving the use of Player Images;
  - (ii) the parties devote resources reasonably necessary to comply with and achieve the general principles set out in this Part A; and
  - (iii) each party has a role in establishing, maintaining and improving the commercial relationship with businesses seeking to hold or holding licences to market products involving the use of Player Images.

#### 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.

**“Net Receipts”** means whichever is the greater of the total amount of royalties or the minimum guarantee received by the AFL for AFL Licensing Activities. Royalties are calculated as an agreed percentage of the amount of the wholesale sales from the AFL Licensing Activities after deducting any credits for returns actually made or allowed. In computing wholesale sales no costs incurred in manufacturing, selling, advertising (including co-operative and other advertising and promotion allowances) or distributing any products involved in the AFL Licensing Activity or any direct expenses may be deducted, nor may any deduction be made for bad debts, taxes of any kind, other Government imposts, uncollectable accounts, cash discounts or similar allowances.”

**“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 Player Approval**

- (i) 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, DVD's/videos, team based computer games and other products as agreed from time to time.
- (ii) Whenever a Player's Image is to be used in accordance with clause 2(a)(i) above, the AFL shall notify the AFLPA of the intended use, including provision of the artwork/models prior production. The AFLPA shall notify the Player whose image is used in the product, confirm to the AFL that the Image has been used correctly and that the product is an "automatically approved" product as defined under clause 2(a)(i).

### **(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 the AFL Brand Managers and forwarded to the AFLPA using the attached standard form (Appendix "A").

The key contact at the AFL will be the AFL Brand Managers who will 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 (save for in situations where existing or potential AFL Licensees have procured the consent of the Player directly to the use of the Player's Image as part of a product development plan). 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 (either by fax or electronic transmission) 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. Consent will be deemed to have been withheld reasonably where:
  - (A) the Player can demonstrate genuine personal, moral or ethical objection to the proposed use (including without limitation where the Licensing Activity relates to tobacco, drugs or alcohol); or

- (B) the use of the Player's Image is, in the reasonable opinion of the Player, detrimental to his reputation or inconsistent with a demonstrable brand strategy implemented on behalf of the Player; or
  - (C) the use of the Player's Image conflicts with existing personal arrangements that have been documented to the AFLPA; or
  - (D) where the Player is entitled to a commercial fee for the use of his Image, the fee proposed for such use is, in the Player's reasonable opinion, not a commercially appropriate fee taking into account the market for the product, the commercial rate historically paid for such use of a Player's Image, the reputation and standing of the Player and all other relevant commercial factors.
- (iv) Records of all approvals will be kept on file by the AFL for payment.
  - (v) For the purposes of marketing, advertising and promotional collateral:
    - (A) used or produced by the AFL and AFL Clubs; or
    - (B) used or produced by AFL corporate partners or AFL Club Protected Sponsors for leveraging sponsorship of the AFL or sponsorship of an AFL Club; or
    - (C) for AFL Licensees or retailers of AFL licensed commodities to promote AFL licensed commodities

("Marketing Activity"),

four (4) or more Players in the one game image equally represented constitutes a "marketing image" and, subject to the "featured player" rule set out below, will not require individual Player approval to be sought nor any commercial payment to be made, instead reverting to the category of "marketing image".

- (vi) Where the AFL seeks approval for the use of the Images of four (4) or more Players from different teams to be used together in an AFL Licensing Activity that is not a Marketing Activity (as defined above), the AFL will seek approval under the Multiple Player Image Program.
- (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. For the purpose of clarification, the prominence of all other Players appearing in the image will be considered when determining whether a player is a "featured" player.
- (viii) For the purposes of use of a Player's Image by the AFL or an AFL corporate partner that is sourced from and used in visual footage (as compared to still images), the consent of a Player will not be required in the following circumstances:

- (A) when the Player is in the vision and is only incidental to the footage being used; or
  - (B) when the Player is featured in the vision and the vision is being assembled for a non-commercial purpose (eg. a highlights package for an awards night); or
  - (C) when the Player is “featured” in the clip and the clip is part of a sequence of footage assembled collectively comprising at least 8 separate clips per 30 seconds of footage containing featured players, and the Player that is featured:
    - (I) is not represented to any greater extent than other featured Players; and
    - (II) does not have an existing personal arrangement which conflicts with the use of the visual footage.
- (ix) The parties acknowledge that any use of a Player’s Image:
- (A) in sales promotion activities by AFL corporate partners; or
  - (B) in representative contexts (excluding promotion of the All Australian Team by the AFL or an AFL Sponsor in accordance with clause 22.4)

shall require approval of the Player in accordance with this clause 2(b).

### 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. The reports shall be provided to the AFLPA within 45 days of the end of the relevant quarter. 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) Net receipts from AFL Licensing Activities will be distributed as follows:
  - (i) any use of Player Image in AFL Licensing Activities (other than as referred to in paragraphs (ii) and (iii)) will result in Net Receipts being distributed 80% to the Player (via the AFLPA) and 20% to the AFL;
  - (ii) the use of Player Image in a Club Program using 4 or more players from the same team in one image will result in 100% of Net Receipts being distributed to the AFL;

(iii) the AFL will remit 80% of Net Receipts from AFL Licensing Activities involving AFL licensed commodities:

- (a) featuring between 1 and 24 Players; and
  - (b) featuring multiple individual Player Images from more than 1 Club to collectively make a licensed commodity (eg-calendar).
- (f) The AFL will only pay for the featured Player/s and not surrounding Players in a Multiple Player Image Program.
- (g) There will be no payment to Players for any activities defined as “promotion of the game”.
- (h) The AFL will comply with all reasonable requests from the AFLPA to be provided with information relating to the use of Player Images by AFL Licensees under an AFL Commodity Licence Agreement, including any amounts payable by the licensee to the AFL.

#### **4. MEMORABILIA**

- (a) The AFL will consider all applications submitted by or on behalf of a Player for an AFL licence to manufacture, sell and/or distribute a Player based memorabilia product (which application must be in the standard form required by the AFL from time to time), provided such application does not pertain to the Brownlow or Grand Final medals. The AFL will not unreasonably withhold its approval of such applications and will consider the following factors when assessing applications:
- (i) market demand;
  - (ii) market saturation;
  - (iii) design capabilities;
  - (iv) distribution capabilities;
  - (v) financial (current and historical) stability and company structure; and
  - (vi) previous experience in category.
- (b) The parties agree to review the arrangements in place in respect of Player based memorabilia programs by June 2008. The AFL agrees that it will not enter into any arrangement which grants a third party the exclusive right to produce and/or sell Player based memorabilia products (save for in relation to the Brownlow or Grand Final medals) prior to the review date without the consent of the AFLPA.

## 5. MARKET DEVELOPMENT

The parties agree to work collaboratively in attempt to increase the revenues derived from use of Player Image in Licensing Activities. The following framework will govern the cooperation of the parties in this regard.

### (a) Current Licensees/Categories

- (i) AFL and AFLPA will meet to review licence list and product categories every six (6) months or as otherwise agreed;
- (ii) AFL/AFLPA identify current licencees /categories which may have opportunities to develop individual Player Image programs;
- (iii) AFL/AFLPA meet with potential current partners to discuss opportunities;
- (iv) Licensee submits category plan and forecast if commercially viable;
- (v) AFLPA negotiate commercial arrangement with player/manager to utilise player IP in licensing program;
- (vi) AFLPA/AFL jointly manage approval process.

### (b) New Licensees/Categories

- (i) AFL/AFLPA meet to review product categories on a quarterly basis and establish any potential gaps in the current categories utilising Player Image;
- (ii) AFLPA may present a target category plan at such meetings for review and approval by the AFL, if in the AFL's reasonable opinion the category plan is appropriate;
- (iii) Either party may search the marketplace for potential partners within an agreed category plan to identify prospective licensees. However, the AFLPA in doing so is not permitted to claim any ownership or right to licence AFL owned intellectual property without the AFL's consent;
- (iv) Prospective licensee submits prospective licensee plan to the AFL and AFLPA (as available on AFL website) including financial, business plan, sales forecasts, design and manufacturing capabilities;
- (v) The AFL and AFLPA review the application. If the AFL, acting reasonably, believes that the application satisfies all of the application criteria, then the AFL will negotiate the terms of a potential licence with the applicant;
- (vi) AFL will execute a deal memorandum and AFL Commodity Licence and provide a copy of both documents to the AFLPA; and
- (vii) AFL/AFLPA jointly manage approval process.

## 6. 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) Players must comply with this clause 5 in relation to their personal promotional activities
- (c) 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.

- (d) Players shall not “pass off” their association with their AFL Club in their personal promotional activities.
- (e) 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.
- (f) 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.
- (g) Players will assign any copyright they may hold in or in connection with any AFL Licensing Activity or promotional activity to the AFL.
- (h) No airbrushing of uniforms or “dusting” of photographs used in AFL Licensing Activities or promotional activities will be permitted.
- (i) 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).
- (j) 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. Arrangements for Additional Services Agreements

1.1 Rule 10.4 of the AFL Player Rules shall be amended in accordance with the draft proposal tabled by the AFL during the negotiations.

#### 2. Investigation Manager's Powers Under the Player Rules

The Player Rules shall be amended to provide a new Rule governing the exercise of the powers of the Investigations Manager in specified circumstances:

##### A. Specific Investigations

“In order to begin an investigation and invoke the powers under rule 10.7, the Investigations Manager must have a reasonable suspicion that there has been a breach of the AFL Player Rules.

The Investigations Manager shall provide a notice setting out the basis/es of his suspicion, to the General Manager – Football Operations and upon the General Manager – Football Operations, acting in good faith, certifying that the suspicion was reasonable, then sufficient grounds for commencing the investigation would be deemed to exist.”

##### B General Audits and Survey

Prior to the conduct by the Investigations Manager of any general audit or survey of players at one or more Clubs, the Investigations Manager must:

- (a) provide to the AFLPA the reasons for the proposed conduct of a general audit; and
- (b) advise the AFLPA of details of the documents and information proposed to be sought from the Player/s

If requested by the AFLPA, the AFL agrees to enter into a Deed of Confidentiality with the AFLPA on behalf of the players from whom the information is sought to protect the confidentiality of the information whilst in the possession custody and control of the AFL its servants agents and independent contractors.

“When conducting a general audit, the Investigations Manager shall only request and the player shall only be compelled to provide the following information:

- (a) a Statutory Declaration detailing all payments and benefits made to him and any of his Associates from the Club or any of its Associates during the

year the subject of the investigation and if requested the Player shall also provide:

- (b) satisfactory evidence of all income earned or otherwise received by or on behalf of the Player or any Associate of the Player for any period up to three (3) years;
- (c) full and complete details of each and every account with any bank, building society, credit union or other financial institution held by or conducted on behalf of the Player or any Associate of the Player including copies of all statements in relation thereto;
- (d) tax returns covering the income earned during the year the subject of the investigation.

**C Definition of General Audit**

For the purposes of this sub-Rule, the phrase “any general audit” shall mean any request by the Investigations Manager of Players at one or more Clubs for information and/or documents relating to any payments or benefits promised, given or provided to or applied for the benefit of a Player or any Associate of a Player, by the Club or any Associate of a Club other than that certified by the General Manager – Football Operations as an “investigation” allowing Investigations Manager to invoke all of the powers of Rule 10.7.

## **SCHEDULE G**

### **Matters for Review**

The parties have agreed:

1. to review the terms of this Agreement in accordance with the provisions of clause 4 of this Agreement;
2. that a working party of representatives of the AFL and the AFLPA will review the AFL Player Rules regulating the operation of Total Player Payments in accordance with the provisions of sub-clause 8.5 of this Agreement;
3. to review the provisions of the Standard Playing Contract through a working party to be established pursuant to sub-clause 18.2 of this Agreement. The parties have agreed that the review shall be completed on or before 1 April 2009;
4. to review the programming of the 21 half day appearances provided for in clause 20 of this Agreement, which review shall be completed by no later than 30 April 2009; and
5. to review the arrangements in place under the Licensing & Marketing Operational Guidelines in respect of Player based memorabilia programs as well as the “fantasy footy” market/products by June 2008.

## **SCHEDULE H**

### **AFL Player Movement**

#### **Working Party Terms of Reference**

1. To develop recommendations/proposals for the consideration of the AFL and the AFLPA in relation to the following proposals:
  - (a) a player on the List of an AFL Club who is not contracted on or before 31<sup>st</sup> October for the following year/s will be entitled to nominate for the National Draft;
  - (b) an AFL Club may nominate one Rookie to its Primary List at a designated point in the season, in addition to the existing rights under sub-clause 14.6 of the CBA;
  - (c) to alter the age limit for a player to be eligible to nominate for the AFL Drafts;
  - (d) to change the time and the number of player drafts that are held;
  - (e) to allow an AFL Player after a specified number of seasons with an AFL Club to contract with another AFL Club without having to nominate for an AFL draft;
  - (f) to remove the age limitation on the qualification for inclusion on the Veteran's List and introduce a cap on the Veteran's allowance; and
  - (g) such other matters as the AFL and AFLPA agree.
  
2. In formulating the recommendations, the working party shall take into consideration:
  - (a) the impact the changes may have upon:
    - (i) the Players ability, as a professional footballer, to conduct his profession and contract with AFL Clubs in the AFL Competition; and
    - (ii) ability of the AFL to enforce the existing restraints within the AFL Player Rules.
  - (b) the reasonableness of any existing or proposed restraints for the protection of the legitimate interests of the AFL Competition.
  - (c) the objective of the AFL and the AFL Clubs to ensure that the teams fielded in the competitions conducted by the AFL are as strong and well matched

as possible and the system implemented by the AFL to achieve those objectives as set out in paragraph 3(h) below.

**3.** The timeframe for the establishment of the Working Party, its deliberations and the making of its report will be as follows:

- (a) The AFL and AFLPA shall each nominate no more than 4 representatives for the working party by no later than 1st April 2007;
- (b) The Working Party shall commence its deliberations within 30 days of being formed.
- (c) Each member shall, so far as practicable, be required to give priority to the deliberations of the Working Party.
- (d) Time is of the essence in the workings of the Working Party.
- (e) The Working Party shall produce a draft report for the consideration of the AFL and AFLPA by 1 July 2007.
- (f) The AFL and AFLPA may, within 21 days of receipt of the draft report, request the Working Party to provide further details or expand on aspects of the draft report. The Working Party shall provide the further requested information within 21 days of the request "(Final Report)".
- (g) The AFL and AFLPA shall consider the Final Report and endeavour to negotiate an agreement on matters dealt with/identified in the Final Report.
- (h) For the purposes of these terms of reference, the AFL objectives shall mean the following:
  - (i) conduct a vigorous competition between evenly matched and financially viable Clubs;
  - (ii) ensure sufficient stability in the membership of the Club teams to enable team spirit and public support to be maintained;
  - (iii) prevent the stronger Clubs from obtaining an unfair proportion of the best Players at the expense of the weaker Clubs;
  - (iv) provide opportunities for Players to enter the AFL Competition and for an orderly system for Players to move between Clubs;
  - (v) provide Clubs with an incentive to expand substantial time and effort in the development of junior and senior football; and
  - (vi) facilitate the establishment and consolidation of Clubs nationally.

**SCHEDULE I****AFL Player Accident Insurance****Working Party Terms of Reference**

1. To develop recommendations/proposals for the consideration of the AFL and AFLPA regarding the introduction of a compensation scheme for players who suffer a career ending injury including:
  - (a) the definition of career ending injury;
  - (b) the type and level of benefits applicable to players who suffer career ending injuries;
  - (c) the manner of payment of the benefit to the player;
  - (d) the changes, if any, to other benefits that a player, who suffers a career ending injury, would otherwise be entitled to under the Collective Bargaining Agreement 2003-2008; and
  - (e) the terms, if any, that would apply to the receipt of the benefit.
2. To provide recommendations as to the method and cost of funding such compensation scheme(s) including, without limitation, the consideration by the Working Party of:
  - (a) a self insurance proposal;
  - (b) a combination of self insurance and insurance product(s); and
  - (c) insurance products.
3. In formulating the recommendations/proposals, the working party will consider:
  - (a) compensation arrangements applicable to other sports including international sports;
  - (b) insurance products such as death and total and permanent disablement, trauma and career ending insurance.
4. The timeframe for the establishment of the Working Party, its deliberations and the making of its report will be as follows:
  - (a) The AFL and AFLPA shall each nominate no more than 3 representatives for the working party by no later than 1 April 2007;
  - (b) The Working Party shall commence its deliberations within 14 days of being formed.
  - (c) Each member shall, so far as practicable, be required to give priority to the deliberations of the Working Party.
  - (d) Time is of the essence in the workings of the Working Party.

- (e) The Working Party shall produce a draft report for the consideration of the AFL and AFLPA by 1 June 2007.
- (f) The AFL and AFLPA may within 14 days of receipt of the draft report request the Working Party to provide further details or expand on aspects of the draft report. The Working Party shall provide the further requested information within 14 days of the request.
- (g) The AFL and AFLPA shall consider the Final Report and endeavour to negotiate an agreement on matters dealt with/identified in the Final Report.
- (h) In the event that an agreement cannot be reached, either party can apply to an independent arbitrator (to be appointed in accordance with the provision of clause 4.5) to have the matter/s arbitrated.
- (i) The Arbitrator in determining the matter/s:
  - (i) is not bound to act in a formal manner, and is not bound by the rules of evidence but must inform him/herself on any matter as consider just;
  - (ii) must act according to equity, good conscience and the substantial merits of the case, without regard, to technicalities and legal form.

## SCHEDULE J

### Player Injury Payments

#### Working Party Terms of Reference

#### 1. Background

It is acknowledged that AFL players as professional sportspersons are not, as a general rule, covered by workers compensation legislation which provides compensation (in the form of weekly payments and lump sum compensation) to employees who are incapacitated from working as a result of an illness or injury sustained in the course of that employee's employment.

Whatever be the merits of the exclusion, the effect is that compensation for players who are incapacitated from playing has been regulated, as a general rule, by the provisions of successive Collective Bargaining Agreements. Whether players had separate entitlements under player contracts prior to the first CBA in 1993 is not known.

Since 1993, the compensation payments for injured players has been based around the principle that a player would be entitled to a payment for each match missed through injury at the rate for the competition in which the injury was suffered or at the rate for the competition in which the player played immediately prior to suffering the injury.

The principal prerequisite was that the player suffered the injury:

- (i) playing football in a game;
- (ii) at official training sessions; or
- (iii) attending official club duties at the direction of the Club.

The basic structure referred to in the preceding two paragraphs has been continued through the successive CBA's.

It is however interesting to note that in both the 1993 and 1998 CBA's compensation payments applied to illnesses that satisfied any one of the principal prerequisites.

The principal prerequisites have had added to them where the injury was suffered "by attending an official AFL Club function".

The other major changes have been as follows:

- (a) the increase in the maximum number of matches the benefit extended to from 20 matches in 1993 to 30 matches in 1998. The benefit under the 1993 CBA was at the full match rate for up to 10 matches and 50% of the match rate for up to a further 10 matches;
- (b) the changes to the scope of the definition of game (which is referred to in the 1998 and 2003 CBA to Match); and
- (c) deeming the rate for specified Matches as the same rate for a Match played in the AFL Premiership Season.

The changes referred to in (c) above effectively mean that if a player is injured:

- (A) in an Exhibition Match;

- (B) in a State Body competition match (where the player played in the last match in the AFL competition);
- (C) in a State Body competition match on a weekend where the AFL Club is not playing and where the player's previous match was in a Match in the AFL Competition;
- (D) in a match in the Pre-season Competition;
- (E) in a representative match organised by or conducted under the auspices of the AFL; or
- (F) in a State Body competition match within two weeks of returning from an injury suffered in a Match in the AFL Competition

then he is entitled to be paid at the same rate as is applicable to a Match played in the AFL Premiership Season.

## **2. Role of Working Party**

To develop recommendations/proposals for the consideration of the AFL and AFLPA regarding the provision of more equitable injury payment provisions having regard to the propensity of AFL players to play in matches at both AFL and State Body organised levels and the scope the definition of "injury" should cover.

## **3. Timeframe**

The timeframe for the establishment of the Working Party, its deliberations and the making of its report will be as follows:

- (a) The AFL and AFLPA shall each nominate no more than 3 representatives for the working party by no later than 1 May 2007;
- (b) The Working Party shall commence its deliberations within 14 days of being formed.
- (c) Each member shall, so far as practicable, be required to give priority to the deliberations of the Working Party. Time is of the essence in the workings of the Working Party.
- (d) The Working Party shall produce a draft report for the consideration of the AFL and AFLPA by 1 August 2007.
- (e) The AFL and AFLPA may within 21 days of receipt of the draft report request the Working Party to provide further details or expand on aspects of the draft report. The Working Party shall provide the further requested information within 14 days of the request.
- (f) The AFL and AFLPA shall consider the Final Report and endeavour to negotiate an agreement on matters dealt with/identified in the Final Report.
- (g) In the event that an agreement cannot be reached, either party can apply to an independent arbitrator (to be appointed in accordance with the provision of clause 4.5) to have the matter/s arbitrated.
- (h) The Arbitrator in determining the matter/s:

- (i) is not bound to act in a formal manner, and is not bound by the rules of evidence but must inform him/herself on any matter as consider just;
- (ii) must act according to equity, good conscience and the substantial merits of the case, without regard, to technicalities and legal form.

## SCHEDULE K

**The parties to this Agreement have agreed to the following:**

**A. Amending the Code of Conduct by:**

1. inserting the following new sub-clause 5.3:

**“5.3 *Wilful Misconduct / Misconduct Directly Causing Pecuniary Loss***

Where a breach of this Code:

- (a) involves wilful misconduct that would constitute grounds for summary termination of the Player’s contract; and/or
- (b) results in the Player’s AFL Club suffering significant pecuniary loss which is directly attributable to the specific conduct in breach of the Code

the AFL Club shall be entitled to impose a monetary forfeiture which exceeds the maximum amounts set out in clause 5.2(c) above, provided that the amount of the forfeiture does not exceed:

- (c) the amount of pecuniary loss suffered by the Club; or
- (d) 15% of the Player’s base playing salary in the relevant year)

whichever is the lesser.”; and

2. re-numbering the remaining sub-clauses 5.3 and 5.4, 5.4 and 5.5 respectively.

**B. Amending the Standard Playing Contract by:**

1. Deleting the provisions of sub-clause 17(d) and inserting in lieu the following as follows:

“(d) The AFL Club, if the Player has engaged in serious or wilful misconduct”

2. Renumbering the existing sub-clause in clause 18, 18.1 and inserting the following sub-clause 18.2:

“18.2 Where the Player engages in conduct that breaches the provisions of this Contract and the Code of Conduct, the AFL Club may not impose, whether by agreement or otherwise, a monetary forfeiture (including, without limiting the foregoing, an amount for damages) upon a Player under this Contract which is greater than the maximum allowable amount that may be withheld by the AFL Club under the Code of Conduct for the relevant conduct.”