

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN:**

**CANADIAN FOOTBALL LEAGUE  
PLAYERS' ASSOCIATION**

**- and -**

**CANADIAN FOOTBALL LEAGUE  
PLAYER RELATIONS COMMITTEE**

**- and -**

**CANADIAN FOOTBALL LEAGUE**

May 26<sup>th</sup>, 2022

## TABLE OF CONTENTS

ARTICLE 1:	RECOGNITION .....	3
Section 1.01	Recognition of the C.F.L.P.A. ....	3
Section 1.02	Recognition of the C.F.L.P.R.C.....	4
ARTICLE 2:	IMPLEMENTATION.....	5
ARTICLE 3:	C.F.L. STANDARD PLAYER CONTRACT .....	6
Section 3.01	Definition .....	6
Section 3.02	Renewal of the C.F.L. Standard Player Contract.....	7
Section 3.03	Amendments to the C.F.L. Standard Player Contract.....	7
Section 3.04	Prohibition.....	7
Section 3.05	Bonus Payments.....	7
Section 3.06	Licensing.....	8
Section 3.07	Sub-Licensing .....	8
Section 3.08	Two Way Contract.....	8
ARTICLE 4:	ARBITRATION SYSTEM.....	10
Section 4.01	Definition .....	10
Section 4.02	Initiation.....	10
Section 4.03	Filing of Grievance .....	11
Section 4.04	Selection of Arbitrator .....	11
Section 4.05	Answer .....	12
Section 4.06	Arbitrator.....	12
Section 4.07	Disclosure .....	13
Section 4.08	Procedure of the Arbitrator .....	13
Section 4.09	Costs.....	14
Section 4.10	Interest.....	16
Section 4.11	Interpretation.....	16
Section 4.12	Non-Payment of Award .....	16
Section 4.13	Expedited Arbitration Process .....	17
ARTICLE 5:	NUMBER OF GAMES .....	19
ARTICLE 6:	PRACTICE TIMES .....	22
Section 6.01	Training Camp Period.....	22
Section 6.02	Out of Camp Period .....	24
Section 6.03	Inter Team Practices .....	27
Section 6.04	Voluntary Off-Season Workouts .....	27

THIS ARTICLE SHALL NOT BE OPERATIVE FOR THE DURATION OF THIS COLLECTIVE AGREEMENT. ....	27
Section 6.05 Breach of Agreed Practice Time by Member Clubs.....	29
Section 6.06 Commissioner of C.F.L. and President/Executive Director of C.F.L.P.A.....	29
ARTICLE 7: ALL STAR GAME AND C.F.L.P.A. AWARDS BANQUET AND GOLF TOURNAMENT .....	30
Section 7.01 Joint Venture C.F.L.P.R.C. and C.F.L.P.A.....	30
Section 7.02 Indemnification.....	30
Section 7.03 C.F.L.P.A. Awards Banquet and Golf Tournament.....	30
Section 7.04 Tom Pate and John Agro Awards .....	31
ARTICLE 8: TIME BETWEEN GAMES.....	32
ARTICLE 9: MINIMUM COMPENSATION .....	33
Section 9.01 Minimum Compensation .....	33
It is mutually agreed that during the 2022 season, the minimum earnable annual compensation for all regular season games during a season payable to a Player in the C.F.L. shall be:.....	33
Section 9.02 Length of First Contracts .....	34
ARTICLE 10: DEFINITION OF A VETERAN PLAYER.....	39
Section 10.01 Definition .....	39
Section 10.02 Qualified as Veteran in One Year.....	39
ARTICLE 11: PRE-SEASON COMPENSATION .....	40
Section 11.01 Compensation .....	40
Section 11.02 Payment in Advance .....	40
Section 11.03 Veteran QB's & Injured Veterans.....	40
Section 11.04 Increases to Pre-Season Compensation .....	40
ARTICLE 12: POST SEASON COMPENSATION.....	41
Section 12.01 Playoff Games.....	41
Section 12.02 Grey Cup Game .....	42
Section 12.03 General.....	42
ARTICLE 13: PENSION PLAN .....	44
Section 13.01 Pension Plan Declaration of Trust .....	44
Section 13.02 Member Club Pension Plan Contribution .....	44
ARTICLE 14: RULES AND REGULATIONS .....	47
Section 14.01 Definition .....	47
Section 14.02 Amendment to Rules and Regulations.....	47
Section 14.03 Free Agents .....	54
Section 14.04 Negotiation List .....	54
Section 14.05 Posting of Rules and Regulations .....	55

Section 14.06 Club Rules.....	55
Section 14.07 Termination of a Player's Contract.....	55
Section 14.08 Disciplinary Action by Commissioner or Chairman .....	56
Section 14.09 Minimum Player Compensation .....	57
Section 14.10 Equalization Draft.....	58
Section 14.11 Expansion Draft .....	58
ARTICLE 15: RELEASE OF A VETERAN PLAYER.....	59
Section 15.01 Player Qualified as a Veteran for Six Years or More .....	59
Section 15.02 Player Qualified as a Veteran for Five Years .....	59
Section 15.03 Player Qualified as a Veteran for Four Years .....	59
Section 15.04 Player Qualified as a Veteran for One or More Years.....	60
Section 15.05 Injury Grievances.....	60
Section 15.06 Release of a Veteran .....	60
ARTICLE 16: MEDICAL PLAN AND LIFE INSURANCE.....	61
ARTICLE 17: PRACTICE ROSTER AND PRACTICE AGREEMENT .....	64
Section 17.01 Practice Roster .....	64
Section 17.02 Practice Agreement.....	64
ARTICLE 18: DISCRIMINATION AND PERSONAL APPEARANCES .....	67
Section 18.01 Discrimination.....	67
Section 18.02 Personal Appearances .....	67
ARTICLE 19: PAYMENT OF C.F.L.P.A. DUES .....	68
ARTICLE 20: C.F.L.P.A. REPRESENTATIVE ON RULES COMMITTEE.....	69
ARTICLE 21: IMPOSITION OF FINES AND MAXIMUM DISCIPLINE .....	70
Section 21.01 Imposition of Fine.....	70
Section 21.02 Payment to C.F.L.P.A. ....	70
Section 21.03 Written Notice to C.F.L.P.A. ....	71
Section 21.04 Maximum Fine.....	71
Section 21.05 Use of Fine Monies by C.F.L.P.A. ....	71
Section 21.06 Dispute of Fine by Player .....	71
Section 21.07 Fine By Club or C.F.L. ....	72
ARTICLE 22: FUTURE EXPANSION .....	73
ARTICLE 23: ROSTER SIZE.....	74
ARTICLE 24: INJURY GRIEVANCES.....	78
Section 24.01 Neutral Physicians .....	78
Section 24.02 Instructions to Neutral Physician .....	78
Section 24.03 Unavailability of Neutral Physician.....	78

Section 24.04	Contact with Neutral Physician .....	79
Section 24.05	Fee for Neutral Physician.....	79
Section 24.06	Decision of the Neutral Physician.....	79
Section 24.07	Pre-Existing Conditions .....	80
Section 24.08	Pre-Training Camp Examination by a Neutral Physician.....	80
Section 24.09	Failure on the part of a Member Club to provide Medical Records ....	80
Section 24.10	Disclosure at Training Camp Medical .....	82
Section 24.11	Exit Physical .....	82
ARTICLE 25:	TRAVEL ALLOWANCE .....	83
ARTICLE 26:	ACCESS TO INFORMATION .....	84
Section 26.01	C.F.L. Standard Player Contracts and Practice Agreements .....	84
Section 26.02	Other Information .....	84
Section 26.03	Publication of Salary Survey .....	85
Section 26.04	Confidentiality .....	85
ARTICLE 27:	MOVING AND TRAVEL EXPENSE .....	86
Section 27.01	Assignment of Player's Contract .....	86
Section 27.02	Change of Residence.....	86
Section 27.03	Relocation of Club .....	88
ARTICLE 28:	NEGOTIATION OF INDIVIDUAL PLAYER CONTRACTS.....	89
ARTICLE 29:	CANADIAN FOOTBALL LEAGUE DISABLED LIST .....	94
ARTICLE 30:	RECOGNITION OF ECONOMIC CONDITIONS .....	96
Section 30.01	Salary Expenditure CAP.....	96
Section 30.02	Financial Statements .....	96
ARTICLE 31:	CFL-CFLPA JOINT HEALTH & SAFETY COMMITTEE .....	101
Section 31.01	Compositions .....	101
Section 31.02	Meetings.....	101
Section 31.03	Powers.....	101
Section 31.04	Scope.....	101
Section 31.05	Appointments.....	102
Section 31.06	Playing Rules .....	102
Section 31.07	Safety Conditions.....	102
ARTICLE 32:	SUBSTANCE ABUSE POLICY.....	103
Section 32.01	Committee.....	103
Section 32.02	Drug Testing .....	103

ARTICLE 33:	MARKETING.....	104
ARTICLE 34:	MISCELLANEOUS .....	111
Section 34.01	C.F.L.P.A. Meetings on Club Property.....	111
Section 34.02	Tickets to Home Games.....	111
Section 34.03	Medical Records of a Player.....	111
Section 34.04	C.F.L.P.A. Access to Member Club Practices.....	111
Section 34.05	Posting of Practice Schedules .....	112
Section 34.06	Player to be Advised of Status .....	112
Section 34.07	Tickets for C.F.L.P.A.....	112
Section 34.08	Player's Tickets to Grey Cup Game .....	112
Section 34.09	Access to Television and Radio Contracts.....	112
Section 34.10	Release Signed by a Player.....	113
Section 34.11	Public Criticism .....	113
Section 34.12	Knee Braces .....	113
Section 34.13	Media in Locker Room .....	113
Section 34.14	Equipment.....	113
Section 34.15	Work Permits for Players.....	115
Section 34.16	Chiropractors.....	116
Section 34.17	Member Club Payments of Player Payroll Deductions .....	116
Section 34.18	Member Club Trainers.....	116
Section 34.19	Compact Discs to C.F.L.P.A.....	116
Section 34.20	C.F.L.P.A. Banners.....	116
Section 34.21	Grey Cup Weekend Hotel Rooms for C.F.L.P.A. ....	117
Section 34.22	Mic-ing of Players.....	117
Section 34.23	Thigh Pads and Knee Pads.....	117
Section 34.24	Supplements.....	117
Section 34.25	Membership Forms .....	117
ARTICLE 35	MEETINGS .....	120
Section 35.01	President / Executive Director of C.F.L.P.A and Commissioner .....	120
Section 35.02	Meetings with General Managers .....	120
Section 35.03	Meetings with C.F.L.P.A. and C.F.L.P.R.C. ....	120
Section 35.04	Board of Governors Meetings.....	120
Section 35.05	C.F.L.P.R.C. Members.....	120
ARTICLE 36	NATIONAL FOOTBALL LEAGUE .....	121
Section 36.01	121	
ARTICLE 37:	RATIFICATION AND TERM OF AGREEMENT .....	122
Section 37.01	Ratification.....	122
Section 37.02	Term.....	122

ARTICLE 38:	ADDRESSES FOR SERVICE .....	123
ARTICLE 39:	INTERPRETATION.....	125

**THIS AGREEMENT** made this 21<sup>st</sup> day of May, 2019.

BETWEEN:

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

- and –

**CANADIAN FOOTBALL LEAGUE PLAYER RELATIONS  
COMMITTEE** (hereinafter referred to as the “C.F.L.P.R.C.”),  
representative of all the Member Clubs of the Canadian Football  
League (hereinafter referred to as the “Member Clubs”)

- and –

**CANADIAN FOOTBALL LEAGUE** (hereinafter referred to as  
the “C.F.L.”), an unincorporated non-profit association

**WHEREAS** the C.F.L.P.A. has been and is recognized by the C.F.L.P.R.C. and  
the C.F.L. as the bargaining representative of all professional football Players who are members  
of the C.F.L.P.A. and are on a team Roster of a Member Club of the C.F.L.; and,

**WHEREAS** the C.F.L.P.R.C. has been and is recognized by the C.F.L.P.A. and  
the C.F.L. as the bargaining representative of all of the Member Clubs of the C.F.L. and each of  
the Member Clubs of the C.F.L.; and,

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

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

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

**WHEREAS** the C.F.L.P.A. has negotiated with the C.F.L.P.R.C. on behalf of all Players in the C.F.L. with respect to terms and conditions of employment, and it is specifically understood and agreed that each individual Player has, and shall have the right, to negotiate with his Member Club for regular season compensation, including bonuses and any form of deferred or other compensation; and,

**WHEREAS** the C.F.L.P.R.C. has been authorized by the Member Clubs of the C.F.L. to negotiate for and on behalf of the Member Clubs individually and collectively; and,

**WHEREAS** the parties hereto are committed to the progress and development of the C.F.L. and the Member Clubs in the C.F.L. for the benefit of all who are interested, including professional football Players in the C.F.L.; and,

**WHEREAS** the parties hereto agree to carry out the terms and conditions of this Agreement in accordance with provincial labour relations legislation;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants herein contained and upon the terms and conditions hereinafter set forth the parties hereto agree as follows:

**ARTICLE 1:**        **RECOGNITION****Section 1.01**        **Recognition of the C.F.L.P.A.**

- (a)     The C.F.L.P.A. is recognized by the Member Clubs and the C.F.L.P.R.C. as the bargaining agent for professional football Players in the C.F.L.
- (b)     The parties hereto mutually agree that the C.F.L.P.A. has the right to negotiate terms and conditions of employment for professional football Players in the C.F.L.; however, the C.F.L.P.A. shall not bargain with respect to regular season compensation for individual professional football Players except for the following:
  - (i)     The C.F.L.P.A. has the right to negotiate in relation to the minimum regular season salary which may be paid to Players or in relation to any other exception expressly provided for within the terms of this Agreement.
  - (ii)    The C.F.L.P.A. has the right to provide Players with information to assist them in their negotiation of regular season compensation and other compensation payable to the Players.
  - (iii)   If more than one Player with a Member Club is requested to re-negotiate an existing C.F.L. Standard Player Contract (including the option year) for economic reasons, the C.F.L.P.A. has the right to negotiate on behalf of such Players the regular season compensation and other compensation payable to the Players.
- (c)     In the event that the parties to this Agreement agree that the Member Clubs in the C.F.L. have become economically stable during the term of this Agreement, the parties will remove paragraph (b)(iii) of this Section.

**Section 1.02      Recognition of the C.F.L.P.R.C.**

The C.F.L.P.A. recognizes the C.F.L.P.R.C. as the sole and exclusive bargaining agent for the Member Clubs and it is understood and agreed to by the parties hereto that the Member Clubs and any new Club added to the Member Clubs throughout the term of this Agreement, acting individually or in concert or through their agents, are bound by the terms of this Agreement.

**ARTICLE 2:**        **IMPLEMENTATION**

The parties hereto covenant and agree that they shall exert and use their best efforts to assure that all terms and conditions contained in this Agreement are carried out.

**ARTICLE 3: C.F.L. STANDARD PLAYER CONTRACT****Section 3.01 Definition**

The C.F.L. Standard Player Contract shall govern the relationship between the Member Clubs and the Players except that this Agreement shall govern if any terms of the C.F.L. Standard Player Contract conflict with the terms of this Agreement; subject, however, to the rights of any individual Player and any Member Club to agree upon changes in the C.F.L. Standard Player Contract consistent with this Agreement.

All Players in the C.F.L. shall sign the C.F.L. Standard Player Contract which shall hereafter be known as the “C.F.L. Standard Player Contract”; provided however, that each Player shall have the right to negotiate any change he may desire in relation to the C.F.L. Standard Player Contract in his personal capacity that is not inconsistent with and does not detract from the terms, rights and benefits conferred by this Agreement and its appendices (including the C.F.L. Standard Player Contract).

The C.F.L. Standard Player Contract for all Member Clubs for the term of this Agreement is attached to this Agreement and marked as Appendix “A”.

Subject to Section 9.02, when a non-veteran Player signs a C.F.L. Standard Player Contract or Practice Roster Agreement with a Member Club (herein referred to as the “First Contract”), the Member Club must offer the Player a one year C.F.L. Standard Player Contract with an option to renew. The C.F.L. Standard Player Contract with the option to renew (“First Contract”) is attached to this agreement and marked as Appendix “AA”. For greater clarity, a Player’s “First Contract” means any contract signed prior to attaining veteran status. In addition, on a Player’s First Contract, it is still open to a Member Club to provide the Player with alternatives to a one (1) year C.F.L. Standard Player Contract with an option to renew for one (1) year. Those alternatives could include multiple one (1) year contracts for three (3) years or more with no option year.

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

Once a Player signs a Standard Player Contract (“SPC”), the Player shall be given a copy at the time of signing, and then once the SPC is registered by the Commissioner, the Player shall be given a copy of the registered SPC. No SPC is official until it has been registered by the Commissioner.

### **Section 3.02      Renewal of the C.F.L. Standard Player Contract**

When a Member Club serves notice in writing to a Player to renew the C.F.L. Standard Player Contract in accordance with paragraph 15 thereof, the C.F.L. Office shall provide the C.F.L.P.A. with a courtesy copy of the said Renewal Notice.

### **Section 3.03      Amendments to the C.F.L. Standard Player Contract**

The C.F.L. Standard Player Contract shall be used by all Member Clubs with all Players, and all paragraphs contained therein except as provided for in this Agreement are obligatory and shall be used in their entirety without alteration with the exception of paragraph 11, which may be amended by mutual consent of the parties to the Contract only to provide for payment after termination or to guarantee payment.

Paragraph 3 of the C.F.L. Standard Player Contracts with a Member Club may be amended to provide for a holdback provided that the C.F.L.P.A. consents in writing.

### **Section 3.04      Prohibition**

A Member Club shall be prohibited from including any term or condition in a C.F.L. Standard Player Contract that prohibits the disclosure of any or all terms or conditions of the said C.F.L. Standard Player Contract to the C.F.L.P.A. as provided for herein, and any such prohibition in any existing C.F.L. Standard Player Contract shall be of no force or effect.

### **Section 3.05      Bonus Payments**

In the event that a C.F.L. Standard Player Contract provides for a bonus payment, unless the C.F.L. Standard Player Contract specifically provides otherwise, any bonus payment shall be paid within 72 hours of the date of the first regular season game of the Member Club if the said bonus payment is earned prior to the first regular season game; and

during the regular season, with the payment for the regular season game in the week following the week in which the bonus is earned. When the bonus is earned in the last regular season game, payment shall be made within 48 hours following the date of the last game (including post season) played by the Member Club.

It is understood and agreed that if the said C.F.L. Standard Player Contract provides for a bonus for being selected to an All Star Team and if the Player is selected to the said All Star Team after termination of the said Contract, then, unless otherwise provided in the said Contract, the said bonus shall be payable.

### **Section 3.06      Licensing**

The C.F.L.P.A. or its Licensee shall have the right to use Member Club logos, Member Club names and photographs of Players in Member Club uniforms with respect to the licensing, manufacturing, distribution, sale and marketing of Player Cards.

The C.F.L.P.A. or its Licensee shall have the right to use Member Club logos, Member Club names and photographs of Players in Member Club uniforms with respect to the licensing of other products with the consent of the Member Club and the C.F.L. In the event that a Member Club refuses to consent, the Commissioner of the C.F.L. will intercede as a Mediator.

### **Section 3.07      Sub-Licensing**

The C.F.L.P.A. shall have the right to sub-license the rights granted to it in Section 3.07 herein to any third party provided that the third party expressly agrees in writing to be bound by the provisions contained in Section 3.07 herein in any such sub-license agreement with the C.F.L.P.A.

### **Section 3.08      Two Way Contract**

All Standard Player Contracts will contain both an Active Roster salary and a Practice Roster salary (Two Way Contract). When signing the contract, the amounts for both categories must be inputted and registered with the C.F.L.

If a Player is terminated:

- He will sign a Notice of Termination.
- If he agrees to go to the Practice Roster, then the terms and conditions of the Practice Roster portion of his SPC applies.
- After being terminated, the Player will have a 24-hour window to decide whether to sign with another Club's Active Roster.
- During this 24-hour window, the Player may practice with the original Club.
- If claimed by another team while on the Practice Roster, the original team will have the ability with a 24-hour window to decide to activate the Player for the next game. If they decline, the Player will go to the other team and be guaranteed a game cheque for the following week. If activated by the original Club, he must be added to the Active Roster no later than the day before the game.
- If cut within the 48-hour window leading into the game, the Player will be guaranteed a game cheque.
- If the Player is cut during training camp or the off-season, he immediately becomes a free agent.

If the player is moved from the Practice Roster to the Active Roster

- He will be notified by the Club and will automatically be added to the Active Roster.
- The transaction will show on that day's status report (if before 5:00pm eastern).
- His contract will still contain the option year if applicable.
- The player will receive \$250 per week or reasonable lodging and these amounts will be on the salary cap (if he does not have a housing allowance in his SPC).

**ARTICLE 4:**        **ARBITRATION SYSTEM****Section 4.01      Definition**

Any dispute (hereinafter referred to as a “grievance”) between a Player and a Member Club and/or Member Clubs and/or the C.F.L., or between the C.F.L.P.A. and any Member Club and/or Member Clubs and/or the C.F.L., may be submitted to arbitration by any one of the parties (hereinafter referred to as the “complainant”) notifying the other party or parties (hereinafter referred to as the “respondent”) in writing of its desire to submit the grievance to arbitration, and by sending a copy of the notice to the C.F.L.P.R.C., the C.F.L.P.A. and the C.F.L.

**Section 4.02      Initiation**

A grievance may be initiated by a Player, a Member Club, the C.F.L.P.R.C. or the C.F.L.P.A.

A grievance must be initiated within one (1) year from the date of the occurrence or non-occurrence upon which the grievance is based, or within one (1) year from the date on which the facts of the matter became known or reasonably should have been known to the party initiating the grievance, whichever is later.

A Player may initiate a grievance if he has at any time previously been signed to a C.F.L. Standard Player Contract or a Practice Agreement with a Member Club and a Player need not be under contract at the time when he initiates a grievance.

A grievance initiated pursuant to a Practice Agreement shall be limited to the benefits provided for in the said Practice Agreement and Article 17 of this Agreement.

Before a grievance is filed on a collective agreement interpretation issue, the union, prior to filing a grievance, will advise the Club of the complaint by letter to the GM, copied to the President and the League.

A union representative shall be present when there is an investigation interview regarding the potential discipline of a player.

### **Section 4.03      Filing of Grievance**

The Notice to Arbitrate shall set out the name and address of the complainant, the name and address of the respondent, the details of the complaint and the relief sought.

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

### **Section 4.04      Selection of Arbitrator**

The C.F.L.P.A. and the C.F.L.P.R.C. shall provide the Commissioner of the C.F.L. with a list of Arbitrators.

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

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

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

In the event that the Arbitrator who was originally automatically appointed fails or refuses to appoint an Arbitrator within seven (7) days of receipt of notice that the Complainant and Respondent are unable to agree on the appointment of an Arbitrator, the Arbitrator shall be automatically appointed and shall be the person listed in Appendix "C" who resides in closest proximity to the Member Club first named in the Notice to Arbitrate who is willing and able to hear the grievance.

#### **Section 4.05      Answer**

The respondent shall serve a written reply upon the complainant within twenty (20) days from the date of service of the Notice to Arbitrate, with copies to the C.F.L.P.A., C.F.L.P.R.C. and C.F.L. The reply to the Notice to Arbitrate shall set out the position of the respondent and may include a counterclaim by the respondent. The reply to the Notice to Arbitrate shall also set out fifteen (15) dates within the next ensuing 60 day period, six (6) of which shall be Saturdays or Sundays, and none of which shall fall upon a date that any Player involved in the grievance is participating in a game, in the event that the said Player involved in the grievance is still active as a Player in professional football.

The Arbitrator shall thereafter in consultation with the complainant set a date that the hearing shall take place and notify the complainant and respondent of the date.

If no reply is served by the respondent within the time parameters set out herein, the Arbitrator appointed shall render a decision which shall be the granting of all relief claimed in the Notice to Arbitrate, and such decision shall be final and binding upon both the complainant and the respondent.

#### **Section 4.06      Arbitrator**

The C.F.L.P.A. and C.F.L.P.R.C. shall maintain a jointly approved list of Arbitrators with a minimum of six (6) at any one time. The list shall be subject to review and modification by mutual agreement. Each Arbitrator shall be willing and able to act as an arbitrator for purposes of hearing a grievance.

The Arbitrator shall be independent of the C.F.L., C.F.L.P.R.C., C.F.L.P.A. and Member Clubs in the C.F.L. The Arbitrators at the date of execution of this Agreement are described in the list of Arbitrators which is attached hereto and marked as Appendix "C".

#### **Section 4.07 Disclosure**

The complainant and the respondent shall twenty (20) days prior to the date of the hearing, provide to each other the following:

- (a) A list of exhibits which are proposed to be entered at the hearing;
- (b) Copies of the exhibits which are proposed to be entered at the hearing if requested by the opposite party;
- (c) A list of witnesses intended to be called to give evidence at the hearing.

Failure to make disclosure may be taken into consideration by the Arbitrator in relation to the award of costs.

This Section shall not apply in relation to the expedited arbitration process (Section 4.13).

#### **Section 4.08 Procedure of the Arbitrator**

The Arbitrator shall determine what evidence a party may lead, what documents are admissible and what submissions or other information he or she needs to determine the case. The Arbitrator shall control the process before him or her while ensuring that each party has a fair opportunity to present their case.

The witnesses before the Arbitrator shall be examined on oath or affirmation.

The Arbitrator shall hear and determine the matter and his award shall be final and binding upon the complainant and respondent.

The Arbitrator shall render a decision within thirty (30) days following the conclusion of the hearing.

The Arbitrator may render a decision by consent if the complainant and respondent(s) consent to the terms and conditions thereto.

The Arbitrator shall be limited in his determination to the difference or allegation set forth in the Notice to Arbitrate and the Reply thereto including any counterclaim, and shall have available for reference the Agreement between the C.F.L.P.A., the C.F.L. and the C.F.L.P.R.C. representing the Member Clubs in the C.F.L., and all C.F.L. Standard Player Contracts between the complainant and the respondent.

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

The powers of a labour arbitrator as set out in the labour relations statute in the Province where the dispute arose shall apply to the proceedings except where those powers conflict with any term or condition contained in this Agreement.

The complainant and respondent shall have the right to be represented by their own counsel, and in addition thereto, the C.F.L.P.A. and the C.F.L.P.R.C. shall have the right to participate in the arbitration and/or represent the Player or the Member Club respectively.

#### **Section 4.09      Costs**

If a Player has claimed payment of money, and if the decision of the Arbitrator results in the Player being awarded money, the party ordered to make payment to the Player shall also be ordered by the Arbitrator to pay:

- (a) Costs of the Arbitrator.
- (b) Costs of travel and accommodation for the Player to attend arbitration.
- (c) Costs of attendance of any witness who gives evidence on behalf of the Player at the arbitration and without restricting the generality of the foregoing this shall include:
  - (i) Costs of travel and accommodation for witnesses to attend arbitration;
  - (ii) Reasonable fees charged by any expert witness to the Player or to the C.F.L.P.A. The Arbitrator shall determine whether the fees are reasonable.
- (d) Costs of the C.F.L.P.A. as follows:
  - (i) Costs of travel and accommodation for Legal Counsel/Executive Director of the C.F.L.P.A. to attend arbitration;
  - (ii) In the event that the Player is awarded less than the sum of \$2,000.00:
    - (1) Costs for preparing for the arbitration and costs for attendance of Legal Counsel/Executive Director of the C.F.L.P.A. at the arbitration in the sum of \$500.00;
  - (iii) In the event that the Player is awarded the sum of \$2,000.00 or more:
    - (1) Costs for preparing for the arbitration in the sum of \$1,250.00;
    - (2) Costs for attendance of Legal Counsel/Executive Director of the C.F.L.P.A. at the arbitration in the sum of \$750.00 for the first half day or any part thereof and \$500.00 for each one half day thereafter.

Except as provided herein, costs may be awarded by the Arbitrator to the Player or to the Member Club in his discretion; provided however, if counsel fee is awarded, only one set of costs for counsel fee shall be awarded to the successful party or parties.

In this Section, costs of travel if by air shall be economy airfare and if by motor vehicle shall be 50 cents per kilometer.

#### **Section 4.10 Interest**

In the event that any money is awarded to the complainant as a result of the decision of the Arbitrator, the Arbitrator shall include within its decision for judgment for the complainant an award for interest on the said monies payable at the rate of the prime lending rate of the Canadian Imperial Bank of Commerce at the time that the award is made, plus three (3%) percent calculated from the date when monies were payable until the date that the payment of monies is made.

#### **Section 4.11 Interpretation**

The procedures and time limits contained in this Article are mandatory and may only be waived by agreement between the parties in writing. Any notice required to be served in accordance with this Article shall be served personally or shall be sent via email.

#### **Section 4.12 Non-Payment of Award**

If the decision of the Arbitrator results in a Player being awarded a sum of money, and if the party required to make payment of the said sum of money fails to make payment, upon the expiration of the appeal period in accordance with the applicable *Arbitration Act*, or thirty (30) days from the date of the decision of the Arbitrator, whichever first occurs, the Canadian Football League shall, upon demand, make payment to the Player of all monies awarded by the Arbitrator.

### **Section 4.13      Expedited Arbitration Process**

Where a grievance involves a claim for liquidated damages and the facts are not in issue, or where the compliance with Article 30, Section 30.02 of this Agreement is the sole issue in dispute, the complainant may use the following procedure:

- (a) The expedited Arbitrator for the term of this Agreement shall be Mr. William Kaplan. Should Mr. Kaplan be unwilling or unable to act as the Expedited Arbitrator, the parties shall select a replacement from Appendix C.
- (b) A grievance under this procedure shall be initiated by letter from C.F.L.P.A. Legal Counsel/Executive Director by way of e-mail to the Member Club(s) and/or C.F.L. involved with a copy to the Commissioner of the C.F.L. and the expedited Arbitrator. The letter shall set out the details of the complaint and the relief sought.
- (c) Within seven (7) calendar days of the filing of the grievance, the Commissioner or his designate shall attempt to resolve the grievance to the satisfaction of the C.F.L.P.A.
- (d) If the Commissioner or his designate is able to resolve the grievance to the satisfaction of the C.F.L.P.A., he shall advise the expedited Arbitrator that the matter has been resolved.
- (e) If the Commissioner or his designate is unable to resolve the grievance to the satisfaction of the C.F.L.P.A., he shall advise the expedited Arbitrator; and, the Member Club(s) and/or the C.F.L. shall within fourteen (14) days of the filing of the grievance send a reply by letter by way e-mail to C.F.L.P.A. Legal Counsel/Executive Director with a copy to the Commissioner and the expedited Arbitrator.
- (f) The expedited Arbitrator may hold a conference call with counsel may decide the grievance solely on the submissions received.

- (g) Within seventeen (17) calendar days of the filing of the grievance, the expedited Arbitrator shall decide the matter solely on the basis of the submissions received, or in the event that there has been a conference call, on the basis of the information provided during the course of the conference call and the submissions received.
- (h) The expedited Arbitrator shall communicate his decision to the parties by letter by e-mail. No reasons for the decision shall be provided and the decision shall not set a precedent. The decision of the expedited Arbitrator shall be final and binding on all parties.
- (i) Except as specifically amended in this Section, all other provisions of this Article will apply to the expedited Arbitration process.

**ARTICLE 5:**        **NUMBER OF GAMES**

It is agreed that during each year throughout the term of this Agreement, each of the Member Clubs in the C.F.L. shall play no more than eighteen (18) regular season games.

It is agreed that during each year throughout the term of this Agreement, each of the Member Clubs in the C.F.L. shall play no more than two (2) pre-season games.

It is mutually agreed that during the term of this Agreement, the format and number of playoff games used by the C.F.L., the Western Football Division and the Eastern Football Division shall be as follows:

- (a) In each of the Eastern Division and Western Division, in a divisional playoff involving three Member Clubs, the third place Member Club shall play a single game at the home of the second place Member Club with the winner playing the divisional championship game at the home of the first place Member Club; provided however, that the C.F.L. and the Member Clubs may elect prior to the commencement of the regular season that the format and number of play-off games used by the C.F.L., Western Football Division and the Eastern Football Division shall be one of the following alternatives:
  - i. In the event that the fourth place Member Club in one Division (herein referred to as Division 1) has a better point standing at the conclusion of the regular season than the third place Member Club in the other Division (herein referred to as Division 2), the fourth place Member Club in Division 1 shall play a single game at the home of the second place Member Club in Division 2 with the winner playing the divisional championship game at the home of the first place Member Club in Division 2. In Division 1 there shall be a divisional playoff involving three Member Clubs; the third place Member Club shall play a single game at the home of the second place Member Club and the winner playing the divisional championship game at the home of the first place Member Club.

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

It is mutually agreed that during the term of this Agreement there shall be one Championship (Grey Cup) Game each year.

In the event that the Commissioner or Chairman of the C.F.L. orders a game to be replayed pursuant to Section 2, Sub 4(b) of the C.F.L. By-Laws, each Player on the Roster, or Injured Players' List of Member Clubs participating in such game shall be paid an amount equivalent to one game's pay.

It is mutually agreed that during the term of this Agreement that no additional pre-season game shall be staged unless the C.F.L. and the Member Clubs secure the expressed written consent of the C.F.L.P.A.

In the event that a Member Club or the C.F.L. wishes to request the consent of the C.F.L.P.A., the C.F.L.P.A. shall be provided with full particulars within a reasonable period of time prior to the proposed date. All communications with the C.F.L.P.A. shall be through the Commissioner of the C.F.L. The Member Clubs and the C.F.L. shall make no contact with the Players or the media before the C.F.L.P.A. makes its decision.

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

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

## **ARTICLE 6:        PRACTICE TIMES**

### **Section 6.01     Training Camp Period**

6.01.1        For the purpose of this Agreement “training camp period” shall be defined as that period of time in every year commencing with the first day a veteran Player with a Member Club is required by his Member Club to attend any organized practice, meeting or activity other than those activities described in paragraph 6.01.2 herein, in any single season, and shall end on the 18<sup>th</sup> day from and including the date of commencement of the training camp period.

6.01.2        A Member Club shall be permitted to require the attendance of a veteran Player on one day prior to the commencement of the training camp period for the purposes of a meeting, a medical examination, and physical testing; provided however, such physical testing shall not take place on the field and shall only be the physical tests that are described in Appendix “D” which is attached hereto. Veteran Players shall not be tested with rookie Players. Quarterbacks on the roster with a Member Club may voluntarily (at their option) attend at meetings with their Member Club on the Monday prior to the date of commencement of the training camp period.

6.01.3        Except as provided herein, Member Clubs shall not be permitted to have any veteran Player attend any practice and/or meeting prior to the date of the commencement of the training camp period for that Member Club during any single season.

6.01.4        No Member Club shall have a training camp period that commences prior to the 28<sup>th</sup> day prior to the day before the day when eight Member Clubs in the C.F.L. shall have played their first regular season game.

6.01.5        The training camp period shall not commence in any given year earlier than the 168<sup>th</sup> day (24<sup>th</sup> week) preceding the date of the Grey Cup Game in the event of an 18 week regular season schedule, or earlier than the 175<sup>th</sup> day (25<sup>th</sup> week) preceding the date of the Grey Cup Game in the event of a 19 week regular season schedule, or earlier than the 182<sup>nd</sup> day (26<sup>th</sup> week) preceding the date of the Grey Cup Game in the event of a 20 week regular season schedule, or earlier than the 189<sup>th</sup> day (27<sup>th</sup> week) preceding the date of the Grey Cup Game, in the event of a twenty-one (21) week regular season schedule. The training camp period shall not commence prior to May 1<sup>st</sup> in any year during the term of this Agreement. In the event the

C.F.L. decides to schedule the Grey Cup Game earlier, the C.F.L. shall provide the C.F.L.P.A. with one year's notice of such a change and the training camp period may commence prior to May 1<sup>st</sup> during that year provided that all other terms and conditions in this Article 6 are complied with. The parties have agreed that the provision of the document entitled "Key Schedule Dates" provided to the Union on April 29, 2019, has satisfied the notice requirement in this article for the 2020, 2021 and the 2022 seasons.

- (a) Notwithstanding the provisions of Article 6.01.5 and any other provision in the CBA, the parties agree that the CFL can start the season up to thirty (30) days earlier, commencing with the 2023 season and continuing for future seasons. Should the CFL move the season earlier, the Clubs will accommodate any players who are writing academic exams during the training camp period, if required. The Joint Health and Safety Committee will review the training camp provisions in Article 6.01 should phase-in amendments need to be made in the transition year only.

6.01.6 A Member Club shall be permitted to require a veteran Player to attend two organized practices a day during the training camp period; provided however, a Member Club shall not be permitted to have any veteran attend two organized practices a day for more than ten days during the training camp period in any single season. The two organized practices a day shall not take place after the 12<sup>th</sup> day (excluding the day before, the day of, and the day after a pre-season game) from and including the date of commencement of the training camp period. When there are two practices a day during the training camp period, only one practice may have contact. A practice with contact must involve Players in helmets and shoulder pads, shells and/or spiders. A practice without contact must not involve Players in equipment other than helmets.

6.01.7 Each Member Club shall set its final Roster of a minimum of 45 and a maximum of 46 Players for the first regular season game and notify all Players within 48 hours of the 21<sup>st</sup> day from and including the date of commencement of the training camp period. All Players on the Final Roster and Injured Players' List for the first regular season game who have their Standard Player Contract terminated and who do not receive payment for the first regular

season game shall be paid a sum equal to pre-season compensation that would be payable for one week in accordance with Article 11 of this Agreement.

6.01.8 During the training camp period, each Member Club shall provide reasonable living accommodation for all Players who do not permanently reside in the City or Town where the training camp is being held. Each non-veteran Player who is on the Roster, including Injured List and Disabled List 48 hours following the end of the training camp period shall be paid the sum of \$300.00.

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

6.01.10 During the training camp period when a Member Club holds 2 organized practices a day, the first practice shall commence no earlier than 8:30 A.M., each practice shall be no longer than 2 and ½ hours and meetings shall be no longer than 3 hours per day in total.

6.01.11 There shall be no contact during practice within the first two days of the training camp period. No practice may commence earlier than eight-thirty (8:30) am and no meeting can go later than nine (9:00) pm on any training camp day.

6.01.12 During the training camp, each Club will provide space and three (3) hours of time for the C.F.L.P.A. and its alumni to assist Players in familiarizing themselves with the Collective Bargaining Agreement, as well as assisting the Players with such things as finding accommodation and financial services. It is agreed that any such meeting shall be at a time agreed to by the Club and will be outside meeting or practice time.

## **Section 6.02 Out of Camp Period**

6.02.1 For the purposes of this Agreement “out of camp period” shall be defined as that period of time in every year commencing with the first day following the last day of the training camp period and ending with the last regular season game, playoff game, or Grey Cup Game played by the Member Club.

6.02.2 Member Clubs shall not be permitted to have any veteran Player attend any practice and/or meeting after the out of camp period in any single season.

6.02.3 During the term of this Agreement, the practice times during the out of camp period shall be determined in each season as follows:

Prior to the commencement of the out of camp period, a meeting shall be held by all veteran Players who are on the Roster of the Member Club. Representatives of the Member Club shall be allowed the opportunity to make representation with respect to the desired practice time during the out of camp period. A vote of the veteran Players on the Member Club shall be conducted by a representative of the C.F.L.P.A. by way of secret ballot to determine the commencement time of practice during the out of camp period and the vote shall be determined by way of simple majority. The commencement time of practice during the out of camp period shall be between 8:30 a.m. and 9:00 a.m. or between 1:30 p.m. and 4:00 p.m. of the time zone where the Member Club is situate. The C.F.L.P.A. shall communicate to the Member Club the decision of the majority of the Member Club veteran Players and the Member Clubs shall not be permitted to have any Player attend a practice and/or meeting prior to the time communicated to the Member Club by the C.F.L.P.A. during the out of camp period.

6.02.4 There shall be no change in the commencement time of practice during the out of camp period except in the following situations:

- (a) if the commencement time of practice is after 3:00 p.m., the Member Club may serve written notice on the C.F.L.P.A. ten days prior to September 1<sup>st</sup> and the C.F.L.P.A. shall conduct a second vote of the veteran Players on the Member Club to determine the commencement time of practice after September 1<sup>st</sup>.
- (b) if there are special circumstances that exist, the C.F.L.P.A. may change the commencement time of practice during the out of camp period on three separate days.
- (c) the commencement time of practice on weekends, holidays, road trips and the day prior to the day of a pre-season, regular season, playoff or Grey Cup game may be at such time as the Member Clubs may desire.

6.02.5 During the out of camp period, Member Clubs shall not be permitted to have any Player attend more than one practice and/or meeting for more than one consecutive period

which shall be no longer than four and one half (4 ½) hours in duration on any one day. Travel time of up to fifteen (15) minutes each way are excluded from the four and one half (4 ½) hours if the Club practices at an offsite facility. The lone exception to this is to allow for flexibility in the hours allotted to practice time on a daily basis on the understanding that the total hours of weekly practice time shall remain the same based on an average of four and one half (4 ½) hours per day. Notwithstanding this clause, there can be no more than six (6) hours' practice time in any one (1) day and no more than one (1) maximum six (6) hour practice per week. Clubs will provide a weekly practice schedule no less than four (4) weeks in advance. The six (6) hour practice can include up to two and one half (2 ½) hours of "cleats on" time.

6.02.6 During the out of camp period, when it occurs that there are six or more days between the day of the last played game and the day of the next game, Member Clubs shall be required to allow the Players to have one day off without practice or meetings.

6.02.7 During the Out of Camp period, there shall be no practices with contact, with the following exceptions:

- (a) At the Club's discretion, it may have 45 continuous minutes of padded practice per week in one (1) day during the Club's regular season to a maximum of twelve (12) per season.
- (b) Injured Players: When returning from injury, members are allowed to wear shoulder pads to adhere to specific protocol (concussion) or to complete rehabilitation of an existing injury. These sessions must be supervised, independent from on-field practice, and documented by members of the Clubs' medical and training staff. These rehabilitation sessions must take place within the four and a half (4.5) hour window. If a second player is required for these sessions, the player must be part of the practice roster.
  - Provided that it is done under strict medical supervision (by a team Doctor/Athletic Therapist), it is acceptable for a Player to wear protective padding, at his option, for medical reasons to protect an existing injury during practice. This is only to be done to protect an existing injury and this

protective equipment shall only be a shell or additional padding, not shoulder pads.

- (c) **Player Development:** Players who are on practice roster agreements are allowed to partake in one (1) contact (shoulder pad) session per week within the four and a half (4.5) hour window for a maximum of fifteen (15) reps per session, per Player. These sessions cannot include members of the active roster.
- (d) QB's, Long Snappers, Kickers and Punters may, at their option, wear shoulder pads during practices for the purposes of performing their specialized responsibilities.

6.02.8 A practice without contact must not involve Players in equipment other than helmets. A week shall be defined from and inclusive of Sunday to and inclusive the following Saturday.

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

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

### **Section 6.04 Voluntary Off-Season Workouts**

THIS ARTICLE SHALL NOT BE OPERATIVE FOR THE DURATION OF THIS COLLECTIVE AGREEMENT.

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

- (a) Each veteran Player who is invited to participate in the off-season workout shall be given 30 days written notice which shall set out the dates, times, place and practice schedule with respect to the off-season workout. The written notice shall state clearly that the off-season workout is voluntary and that the veteran Player is not required to attend if he has a conflict or should he choose not to.

- (b) Each veteran Player participating shall have a medical examination before the commencement of the voluntary off-season workouts if the veteran Player has not had a medical examination within the last year;
- (c) The participation of each veteran Player shall be voluntary and no Player shall be compelled to attend the workouts should he choose not to;
- (d) The workouts and meetings shall be no longer than three days in duration;
- (e) The voluntary off-season workouts may take place only between February 1<sup>st</sup> and April 30<sup>th</sup> in each year;
- (f) Each veteran Player participating shall be paid a per diem of \$115.00 per day including travel days;
- (g) Each veteran Player participating shall be deemed to be performing his duties in accordance with his C.F.L. Standard Player Contract and shall be entitled to all of the benefits and protection contained in the C.F.L. Standard Player Contract and the Collective Agreement, including paragraphs 20 and 21 of the C.F.L. Standard Player Contract;
- (h) The total time per day of practice and meetings shall be one consecutive period which shall be no longer than four and one half hours duration on any one day; provided however, during the middle day, practice and meetings shall be one consecutive period which shall not be longer than six hours duration on that day;
- (i) The off-season Practices shall not be full gear and shall be helmets and sweats only. There shall be no full contact drills;
- (j) The Member Clubs shall provide to the veteran Players in attendance all meals, accommodation and travel expense.
- (k) If the Member Club communicates anything to a Player which suggests that the voluntary off-season workouts are not voluntary or that it is not in the best interests of a Player not to attend the voluntary off-season workouts, such

conduct will constitute a second breach of Article 6, Section 6.05 of this Collective Agreement and the Commissioner of the C.F.L. shall fine the Member Club the sum of \$5,000.00 in accordance with Section 6.05.

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

6.05.1 In the event that any Member Club breaches any term or condition with respect to this Article and such Member Club has on a previous occasion during the same year breached a term or condition with respect to this Article, and on the said previous occasion written notification was served upon said Member Club with a copy to the Commissioner of the C.F.L. by the C.F.L.P.A. or any member of the C.F.L.P.A., the Commissioner of the C.F.L. shall fine the Member Club the sum of \$5,000.00 and for each breach thereafter, the fine levied by the Commissioner shall be double the amount of the fine previously levied. All fine moneys herein described shall be paid to the C.F.L.P.A.

**Section 6.06 Commissioner of C.F.L. and President/Executive Director of C.F.L.P.A.**

6.06.1 The Commissioner of the C.F.L. and the President/Executive Director of the C.F.L.P.A. shall assist in enforcing compliance with the terms of this Article.

**ARTICLE 7:**            **ALL STAR GAME AND C.F.L.P.A. AWARDS BANQUET AND GOLF TOURNAMENT**

**Section 7.01      Joint Venture C.F.L.P.R.C. and C.F.L.P.A.**

The C.F.L.P.R.C., the C.F.L.P.A. and the C.F.L. may agree to stage an All Star Game during the term of this Agreement up to the day prior to the first day of training camp in 2022. In the event that the parties agree to stage an All Star Game during the term of this Agreement, it is mutually agreed that the parties shall work together in a joint venture and shall cause the said All Star Game to be staged with a minimum of 84 Players in the C.F.L. participating. The said All Star Game shall be staged with the full cooperation of the C.F.L., C.F.L.P.A., C.F.L.P.R.C., Member Clubs and Players. The site, format, budget, and participation of all of the above parties shall be subject to the written Agreement of the C.F.L.P.A. and the C.F.L.P.R.C.

All profit from the staging of the said All Star Game after the deduction of expenses shall be shared equally between the C.F.L.P.A. and the C.F.L.P.R.C. In the event that there is no profit, all losses sustained shall be borne equally by the C.F.L.P.R.C. and the C.F.L.P.A.

**Section 7.02      Indemnification**

When an All Star Game is staged during the term of this Agreement, the Member Clubs shall indemnify their Players who are participating in the said All Star Game against loss of salary incurred as a result of injuries sustained from participating in the said All Star Game and/or practicing for the said All Star Game but the indemnification shall be limited to the monies the Player would have received in that year for regular season games, playoff games, and Grey Cup Game.

**Section 7.03      C.F.L.P.A. Awards Banquet and Golf Tournament**

In the event that the C.F.L.P.A. stages a C.F.L.P.A. Awards Banquet, the C.F.L. will be offered the opportunity to purchase one table at the Awards Banquet.

**Section 7.04      Tom Pate and John Agro Awards**

The C.F.L. shall pay for the costs of the Tom Pate Award winner to attend the C.F.L. Most Outstanding Player Awards Ceremony annually on the same basis as other Player nominees attending the Most Outstanding Player Awards; provided however, in the event that the format of the Most Outstanding Player Awards substantially changes, the C.F.L. may discontinue payment of these costs.

The C.F.L. and the C.F.L.P.A. shall establish the Most Outstanding Special Teams Player Award (John Agro) which shall be presented annually to the most outstanding special teams Player in the C.F.L. as voted on by the Football Reporters of Canada. The C.F.L. shall pay for the costs of the Eastern Division and Western Division nominees for the Most Outstanding Special Teams Player Award (John Agro) to attend the C.F.L. Most Outstanding Player Awards Ceremony annually on the same basis as other Player nominees attending the Most Outstanding Player Awards; provided however, in the event that the format of the Most Outstanding Player Awards substantially changes, the C.F.L. may discontinue payment of these costs.

**ARTICLE 8:**            **TIME BETWEEN GAMES**

It is agreed that a Member Club shall not participate in any regular season game, playoff game and/or Grey Cup Game within 120 hours of a previous regular season game, playoff game and/or Grey Cup Game except in the following situations:

- (a) During each season, each Member Club shall be allowed on two occasions to participate in games within 120 hours of the last game played provided that it shall not be less than 96 hours;
- (b) When the playing of a game is required to complete a game which for reasons beyond the control of the competing Member Clubs could not be finished; and
- (c) When a game could not be commenced as scheduled for reasons beyond the control of the competing Member Clubs.

The time between regular season games, playoff games and/or Grey Cup Game shall be measured from the commencement time of the first of two consecutive games and the end of the second of the two said consecutive games.

In the event that it becomes impractical to comply with the terms and conditions contained in this Article, the parties to the Collective Agreement may agree that a Member Club may play two games within 120 hours on more than two occasions; provided however, that any such agreement shall be in writing and shall be signed by the parties to this Collective Agreement.

The C.F.L.P.A. shall receive a copy of the C.F.L. Draft Proposed Schedule at the same time each Member Club receives such Schedule.

**ARTICLE 9:**            **MINIMUM COMPENSATION**

**Section 9.01      Minimum Compensation**

It is mutually agreed that during the 2022 season, the minimum earnable annual compensation for all regular season games during a season payable to a Player in the C.F.L. shall be:

- (a) For a National Player and American Player – Sixty-five thousand dollars (\$65,000), excluding all pre-season subsistence allowance, all signing and performance bonuses and payments for pre-season, pre-season games and post season and Grey Cup Games.

It is mutually agreed that during the 2022 seasons, the salary for a Global player shall be Fifty-four thousand dollars (\$54,000), excluding all pre-season subsistence allowance and payments for pre-season, pre-season games and post season and Grey Cup Games.

It is mutually agreed that effective January 1, 2023, the minimum earnable annual compensation for all regular season games during a season payable to a Player in the C.F.L. shall be:

- (a) For all players (National, American & Global) – Seventy thousand dollars (\$70,000), excluding all pre-season subsistence allowance, all signing and performance bonuses and payments for pre-season, pre-season games and post season and Grey Cup games.

It is mutually agreed that effective January 1, 2027, the minimum earnable annual compensation for all regular season games during a season payable to a Player in the C.F.L. shall be:

- (a) For all players (National, American & Global) – Seventy-Five thousand dollars (\$75,000), excluding all pre-season subsistence allowance, all signing and performance bonuses and payments for pre-season, pre-season games and post season and Grey Cup games.

In the event that any Player's Contract or renewal of an option in a Contract, regardless as to when the said Player's Contract or renewal of an option in a Contract was signed or came into effect, provides for payment to the Player an amount less than the minimum earnable annual compensation as provided herein, the Member Club shall be obligated and shall be required to pay to the Player the minimum earnable compensation as provided herein regardless of the terms of the Contract between the Player and Member Club.

## **Section 9.02      Length of First Contracts**

### **(a)      National Players – 2022 Season**

All Nationals will be required to sign a minimum 2 + 1 first contract and follow the salary grid at outlined below:

“A” Grid – 1<sup>st</sup> or 2<sup>nd</sup> round C.F.L. Draft Choice

	1st Year	2nd Year	3rd Year
Max. - Min. Salary	\$65,000	\$65,000	Option year base salary to be negotiated - not to exceed 10% more than the 2nd year base salary
Max. Sign or Housing (Optional)	\$7,500	\$7,500	
50% + 1 based on offence and defence snaps (Optional)	\$7,500	\$7,500	

“B” Grid – 3<sup>rd</sup> or 4<sup>th</sup> round C.F.L. Draft Choice

	1st Year	2nd Year	3rd Year
Max. - Min. Salary	\$65,000	\$65,000	Option year base salary to be negotiated - not to exceed 10% more than the 2nd year base salary
Max. Sign or Housing (Optional)	\$5,000	\$5,000	
50% + 1 based on offence and defence snaps (Optional)	\$7,500	\$7,500	

“C” Grid – 5<sup>th</sup> round C.F.L. Draft Choice or higher plus undrafted

	1st Year	2nd Year	3rd Year
Max. - Min. Salary	\$65,000	\$65,000	Option year base salary to be negotiated - not to exceed 10% more than the 2nd year base salary
Max. Sign or Housing (Optional)	\$2,500	\$2,500	
50% + 1 based on offence and defence snaps (Optional)	\$7,500	\$7,500	

### **National Players – 2023 – 2026 Seasons**

All Nationals will be required to sign a minimum 2 + 1 first contract and follow the salary grid as outlined below:

“A” Grid – 1<sup>st</sup> or 2<sup>nd</sup> round C.F.L. Draft Choice

	1st Year	2nd Year	3rd Year
Max. - Min. Salary	\$70,000	\$70,000	Option year base salary to be negotiated - not to exceed 10% more than the 2nd year base salary
Max. Sign or Housing (Optional)	\$7,500	\$7,500	
50% + 1 based on offence and defence snaps (Optional)	\$7,500	\$7,500	

“B” Grid – 3<sup>rd</sup> or 4<sup>th</sup> round C.F.L. Draft Choice

	1st Year	2nd Year	3rd Year
Max. - Min. Salary	\$70,000	\$70,000	Option year base salary to be negotiated - not to exceed 10% more than the 2nd year base salary
Max. Sign or Housing (Optional)	\$5,000	\$5,000	
50% + 1 based on offence and defence snaps (Optional)	\$7,500	\$7,500	

“C” Grid – 5<sup>th</sup> round C.F.L. Draft Choice or higher plus undrafted. Effective January 1, 2023 for the 2023-2026 seasons, Global players will become subject to the “C” Grid as outlined below:

	1st Year	2nd Year	3rd Year
Max. - Min. Salary	\$70,000	\$70,000	Option year base salary to be negotiated - not to exceed 10% more than the 2nd year base salary
Max. Sign or Housing (Optional)	\$2,500	\$2,500	
50% + 1 based on offence and defence snaps (Optional)	\$7,500	\$7,500	

**National Players – 2027 – 2028 Seasons**

All Nationals will be required to sign a minimum 2 + 1 first contract and follow the salary grid at outlined below:

“A” Grid – 1<sup>st</sup> or 2<sup>nd</sup> round C.F.L. Draft Choice

	1st Year	2nd Year	3rd Year
Max. - Min. Salary	\$75,000	\$75,000	Option year base salary to be negotiated - not to exceed 10% more than the 2nd year base salary
Max. Sign or Housing (Optional)	\$7,500	\$7,500	
50% + 1 based on offence and defence snaps (Optional)	\$7,500	\$7,500	

“B” Grid – 3<sup>rd</sup> or 4<sup>th</sup> round C.F.L. Draft Choice

	1st Year	2nd Year	3rd Year
Max. - Min. Salary	\$75,000	\$75,000	Option year base salary to be negotiated - not to exceed 10% more than the 2nd year base salary
Max. Sign or Housing (Optional)	\$5,000	\$5,000	
50% + 1 based on offence and defence snaps (Optional)	\$7,500	\$7,500	

“C” Grid – 5<sup>th</sup> round C.F.L. Draft Choice or higher plus undrafted. Effective January 1, 2027 for the 2027-2028 seasons, Global players will become subject to the “C” Grid as outlined below:

	1st Year	2nd Year	3rd Year
Max. - Min. Salary	\$75,000	\$75,000	Option year base salary to be negotiated - not to exceed 10% more than the 2nd year base salary
Max. Sign or Housing (Optional)	\$2,500	\$2,500	
50% + 1 based on offence and defence snaps (Optional)	\$7,500	\$7,500	

(b) Global Players

All Globals will be required to sign a minimum 2 + 1 first contract.

(c) American Players

All American Players will be required to sign a minimum 1 + 1 first contract.

### **Section 9.03 National NFL Players Signing and Playing in the CFL**

Any National player who has received a pay cheque for three (3) or more years in the NFL can play for the CFL team that drafted him or owns his rights, and will not be subject to the rookie grid outlined above. Each year in the NFL removes one (1) year off the rookie grid up to the three (3) years. A National in the NFL can receive a pay cheque through either the Active Roster, Practice Roster or Injured List.

**ARTICLE 10:        DEFINITION OF A VETERAN PLAYER**

**Section 10.01    Definition**

For the purposes of this Agreement and the C.F.L. Standard Player Contract, a veteran Player shall be defined as any Player:

- (a) Who in the immediately preceding season:
  - (i) Was on the Roster and/or Injured Players List and/or Disabled List of a Member Club or Member Clubs of the C.F.L. for seven or more games;  
or
- (b) Who over any period of time in the preceding seasons:
  - (i) Was on the Roster and/or Injured Players List and/or Disabled List of a Member Club or Member Clubs of the C.F.L. for eight or more games;

In this Article “games” shall include regular season games, playoff games and Grey Cup games but not pre-season games.

**Section 10.02    Qualified as Veteran in One Year**

For the purposes of this Agreement and the C.F.L. Standard Player Contract, a Player having qualified as a veteran in one year shall be defined as any Player:

- (a) Who in the said year was on the Roster and/or Injured Players List and/or Disabled List of a Member Club or Member Clubs of the C.F.L. for seven or more games during the Player’s first year in the C.F.L. and for five or more games during any year after the Player’s first year in the C.F.L.

**ARTICLE 11:        PRE-SEASON COMPENSATION****Section 11.01    Compensation**

During each year of the term of this Agreement, the Member Clubs in the C.F.L. shall pay the sums described herein to the veteran Player described herein per week, for a minimum of three (3) weeks for each week, or any part thereof, commencing with the first day of the training camp period and ending on the 7<sup>th</sup> day prior to the day before the day when 9 Member Clubs in the C.F.L. shall have played their first regular season game:

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

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

\$725.00 per week for a Player having qualified as a veteran for three or more years.

**Section 11.02    Payment in Advance**

The monies which are described in this Article shall be paid by all Member Clubs in advance weekly.

**Section 11.03    Veteran QB's & Injured Veterans**

Quarterbacks or injured veterans who report to training camp and participate in Rookie Camp for the full duration shall receive, in addition to the amounts above, an additional weekly payment as per Section 11.01.

**Section 11.04    Increases to Pre-Season Compensation**

Once the Defined League Revenue, as calculated in Article 30, reaches \$300M, then the following changes will take effect for the following season:

- Pre-Season compensation numbers outlined in Section 11.01 above will be increased by \$100/week.

**ARTICLE 12:        POST SEASON COMPENSATION**

**Section 12.01    Playoff Games**

**Definitions:**

In this Section the following words and phrases shall have the following definitions:

**“Playoff games”** shall mean the Western Division Semi Final Playoff game, the Eastern Division Semi Final Playoff game, the Western Division Final Playoff game and the Eastern Division Final Playoff game.

**“minimum compensation”** shall mean the minimum amount payable to each Player on the Roster and/or Injured Players List for Division standing and Playoff games and shall be the following in relation to each year during the term of this Agreement:

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

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

The Member Clubs shall use their best efforts to promote the Playoff Games and if requested, the C.F.L.P.A. will provide a representative to attend and assist in the promotion of the Playoff Games.

## **Section 12.02     Grey Cup Game**

### **Definitions:**

In this Section the following words and phrases shall be given the following definitions:

**“minimum compensation”** shall mean the minimum amount payable to each Player on the Roster and/or Injured Players List for the Grey Cup Game and shall be the following in relation to each year during the term of this Agreement:

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

**IT IS MUTUALLY AGREED** that throughout the term of this Agreement each Player on the Roster and/or Injured Players List of a Member Club participating in the Grey Cup Game shall be paid the minimum compensation.

**IT IS MUTUALLY AGREED** that throughout the term of this Agreement each Player on the Roster and/or Injured Players List of the Member Club participating in and winning the Grey Cup Game shall be provided with a Grey Cup Ring.

## **Section 12.03     General**

In accordance with the terms of Section 1 and Section 2 of this Article, minimum compensation shall be paid to the Players eligible to receive the same by direct deposit within two (2) business days following the game for which it was earned, at the Club’s option. The compensation for first Place Standing shall be paid to the Players eligible to receive the same by direct deposit within two (2) business days following the Division Semi-Final Playoff Game, at the Club’s option.

## **Section 12.04     Increases to Post-Season & Grey Cup Compensation**

Once the Defined League Revenue, as calculated in Article 30, reaches \$300M, then the following changes will take effect in the following season:

43.

- Post-Season compensation outlined above in Section 12.01 shall be increased by \$500.
- Grey Cup compensation outlined above in Section 12.02 shall be increased by \$2,000 to the Loser and \$4,000 to the Winner.

## **ARTICLE 13:        PENSION PLAN**

### **Section 13.01    Pension Plan Declaration of Trust**

The C.F.L. Players' Pension Plan shall continue as amended and restated by the Board of Trustees on the 30<sup>th</sup> day of June, 1999.

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

The Trustees of the C.F.L. Players' Pension Plan shall be appointed in accordance with the C.F.L. Players' Pension Plan Trust Fund Trust Agreement between the Canadian Football League Players' Association of the First Part, the Canadian Football League of the Second Part and the Trustees of the Third Part dated the 30<sup>th</sup> day of June, 1999.

### **Section 13.02    Member Club Pension Plan Contribution**

During each year of the term of this Agreement each Member Club in the C.F.L. shall contribute annually the amount of monies described below to the C.F.L. Players' Pension Plan for each Player who has been on one or more Member Club's Roster or Injured Players List or Disabled List for nine (9) or more games during each respective season:

#### **Member Club Contribution**

2022	\$4,100.00
2023	\$4,100.00
2024	\$4,100.00
2025	\$4,100.00
2026	\$4,100.00
2027	\$4,100.00
2028	\$4,100.00

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

**Player's Contribution**

2022	\$4,100.00
2023	\$4,100.00
2024	\$4,100.00
2025	\$4,100.00
2026	\$4,100.00
2027	\$4,100.00
2028	\$4,100.00

The Player's contribution shall be deducted from the Player's salary ( $1/9^{\text{th}}$  of the Player's contribution per game) and shall be paid by each Member Club to the Pension Plan on the Friday of the week following the week of the deduction.

The Member Club's contribution per Player shall be paid by each Member Club to the Pension Plan with respect to each Player within twenty-eight (28) days following the date of the ninth game of each Player.

Within thirty (30) days following the date of the ninth game of each Player, the Member Clubs shall provide a written statement to the C.F.L.P.A. setting out the names of the Players and full particulars with respect to the amount of monies paid and when monies were paid by the said Member Club to the Pension Plan.

In the event that any Member Club fails to make payment as provided for herein, the Member Club shall pay interest on the monies payable to the Pension Plan at the prime lending rate of the C.I.B.C. plus 3% or the rate of return earned by the Pension Plan during the time that the said Member Club failed to make payment, whichever is the greater.

For the purposes of this Article "games" shall mean regular season games, Playoff games and Grey Cup Game.

The C.F.L. may collect the C.F.L. Pension Plan payments from Member Clubs and make payment to the Pension Plan; however, such a procedure will not relieve the Member Club or the C.F.L. from the obligations as described in this Article and this Collective Agreement. This payment by the C.F.L. is for administrative ease and the C.F.L. assumes no additional liability in respect of such payment.

## **ARTICLE 14:        RULES AND REGULATIONS**

### **Section 14.01    Definition**

It is understood and agreed that “Rules and Regulations” as described and contained in paragraph 7 of the C.F.L. Standard Player Contract shall be the C.F.L. Constitution, the By-Laws of the C.F.L. and the Regulations of the C.F.L., all of which are attached hereto and marked as Appendix “E”. In the event that there is any conflict between any term or condition contained in this Agreement and any term or condition contained in the Rules and Regulations, the term or condition contained in this Agreement shall govern.

### **Section 14.02    Amendment to Rules and Regulations**

It is understood and agreed that for the term of this Agreement, Section 5, paragraph 4 of the C.F.L. By-Laws shall be deleted and the following shall be substituted therefore:

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

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

- “4.    For the purposes of these By-Laws, the “Off Season Period” shall be defined as that period of time in every year commencing with the day following the Grey Cup Game and ending with the day preceding the opening day of training camp.
- (b)    A Member Club shall be permitted to have C.F.L. Standard Player Contracts outstanding with a maximum of 100 players (plus non counters) during the period from the day following the date of the Grey Cup Game until the conclusion of Rookie Camp of the following year,

and a maximum of 85 Players (plus non counters) from the conclusion of Rookie Camp until the end of the third day of training camp, then a maximum of 75 players (plus non counters) until the conclusion of training camp.

- (c) The C.F.L. shall annually determine the number of players permitted to attend the training camp for a Member Club, provided that not less than 68 players and not more than 85 players under registered Standard Player Contracts may attend in any year, excluding:
  - (i) Players selected in the current year Canadian and Global Draft, and
  - (ii) Players selected in a previous year's Canadian Draft by the Member Club that have never attended a professional training camp in Canada or elsewhere, and
  - (iii) Junior players not under contract, and
  - (iv) Two additional undrafted National Players comprised of either:
    - (A) A Player who was eligible for the current or the previous years' C.F.L. Draft, or
    - (B) A C.J.F.L. Player whose junior eligibility had terminated in the previous C.J.F.L. season.
  - (v) A National quarterback who is playing and participating in training camp at the quarterback position.
- (d) Notwithstanding the above, each Member Club may have up to a maximum of two Veteran Players who are injured and unfit to play as a result of an injury/injuries sustained while playing football, attend at training camp in order to rehabilitate the injury/injuries and attend at meetings on the following terms and conditions.
  - (i) The Veteran Player and the C.F.L.P.A. must consent in writing to the Veteran Player attending at training camp on these terms and conditions no less than 10 days prior to the commencement date of training camp.
  - (ii) The Veteran Players' medical examination, pursuant to Paragraph 6 of the Standard Player Contract will be postponed and will be conducted on the date that the Veteran Player is fit to play skilled football or the final cut down date, whichever is earlier.
  - (iii) The Veteran Player shall not participate in any practices or physical activities until his medical examination has been conducted pursuant to Paragraph 6 of the Standard Player Contract.
  - (iv) The Veteran Player shall be paid all compensation and be provided with all benefits in accordance with the Standard Player Contract and the Collective Agreement.

- (v) When the Veteran Player has his medical examination pursuant to Paragraph 6 of the Standard Player Contract, if in the opinion of the medical committee, the Player continues to be not completely fit to participate in football activities, the Member Club shall either accept the Player or terminate the Player's Standard Player Contract in accordance with the provisions of Paragraph 6 of the Standard Player Contract.
- (vi) The Veteran Player shall be excluded from the maximum number of Players attending at training camp until the Player is given a medical examination pursuant to Paragraph 6 of the Standard Player Contract."

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

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

- (a) Canadian citizens at the time of signing the Player's first C.F.L. Standard Player Contract or Practice Roster Agreement;
- (b) A Player classified as a National prior to May 21<sup>st</sup>, 2019; or
- (c) A Player who was physically resident in Canada for an aggregate period of five years prior to attaining the age of 18 years.

2019 – An American or Global Player who is draft eligible no earlier than the 2021 Draft and has played football for a minimum of three (3) year at a USports institution and has graduated with a degree at that institution.

2020 – In addition to the 2019 amendment above, the following will take effect the day before the start of training camp in 2020:

An American player on a roster with the same CFL team after three (3) consecutive years or four (4) years in the CFL. These players apply only to the starter ratio and not the roster allocation.

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

- (a) A Player other than a National Player or a Global Player.

8. The following Players shall be classified as Global Players:

- (a) Any player who holds citizenship outside of Canada or the United States and did not reside in Canada or the United States for more than six (6) years prior to turning the age of eighteen (18).

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

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

“8. A Player shall be classified as an International unless and until the Member Club submits evidence including an Affidavit sworn by the Player, which evidence must be to the satisfaction of the Commissioner and the President of the Canadian Football League Players’ Association that such Player is a National. If a Player is classified as a National (formerly non-import) after November 28, 2005, and it is demonstrated to the satisfaction of the Commissioner and the President of the Canadian Football League Players’ Association that the Player has knowingly provided false information with respect to his residence, the Player shall be immediately classified as an International.”

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

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

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

It is understood and agreed that for the term of this Agreement, Section 9 of the C.F.L. By-Laws shall be amended by adding the following provision:

## **F. Six Game Injury List**

1. A Player who has been injured and the injury or injuries are determined by the Member Club doctor to be such that it is probable the Player will be unable to return for six games or more, may be placed on the Six Game Injury List. When the Player is placed on the Six Game Injury List, the Player cannot return to play prior to the expiration of the six games. When placed on the Six Game Injury List the Player's salary and benefits shall be excluded from the Minimum Member Club Players' Salary and the salary expenditure cap. If a Player is removed from the Six Game Injury List, all amounts paid to the Player shall be applied against the salary expenditure cap retroactive to his first game of the six game period. A Player shall not be placed on the Six Game Injury List unless the Player or the Player Representative is served with written notice prior to being placed on the Six Game Injury List in the form which is attached hereto and marked as Appendix "F".

When a Player is placed on the Six Game Injury List he is ineligible to practice with the Club provided however, the week following the fifth game leading up to the seventh game, the Player may participate in full practices before the Club determines whether he is being extended for a further six games on the Six Game Injury List or if he is being transferred to the one game injured list, active roster, reserve roster, or is being released.

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

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

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

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

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

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

“For the maintenance of discipline, the Commissioner shall have the power to fine in an amount not exceeding twenty-five thousand dollars (\$25,000.00), suspend, or fine and suspend any Player, coach, employee, official or team executive for breach of any requirement of the Constitution, By-laws, Regulations or any proper orders or for conduct, actions or behaviour that, in the opinion of the Commissioner, brings disrepute to the League or the game of football. In the case of a suspension, the person suspended may, within ten days, request in writing a hearing which will be held within seven days of such request, after which the Commissioner may vary the term of suspension as deemed proper. It is understood and agreed that, notwithstanding the above, the Commissioner shall only have the power to fine a Player a sum equal to the amount a Player would earn for one half of one regular season game based on his contract with the Member Club in that year.”

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

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

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

"A Player who has been:

- (a) drafted by a Member Club;

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

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

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

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

Section 4 – Waivers shall be replaced with the following:

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

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

It is understood and agreed that the following Rules and Regulations shall not be amended or added to throughout the term of this Agreement:

By-Laws of the C.F.L.

- Section 4 - Termination of Player's C.F.L. Standard Player Contract
- Section 7 - Standard Player Contract
- Section 8 - Eligibility of Players
- Section 9 - Inactive Roster

Regulations of the C.F.L.

Part 1 – Deportment

The C.F.L. and C.F.L.P.R.C. may amend the other Rules and Regulations for the operation of the Member Clubs in the C.F.L. provided that these amendments to the Rules and Regulations do not change the terms and conditions of employment of Players in the C.F.L. and the terms and conditions of the Agreement, evidenced by the C.F.L. Standard Player Contract between the Player and the Member Club and the terms of this Agreement.

The C.F.L. shall forthwith provide the C.F.L.P.A. with any change or amendment to the Rules and Regulations.

**Section 14.03 Free Agents**

The C.F.L., C.F.L.P.R.C. and the Member Clubs in the C.F.L. shall not take any action or make any Agreement which in any way affects the ability of a Player whose Contract with a Member Club has expired and who has become a free agent from negotiating freely with any Member Club in the C.F.L.

When a Player becomes a free agent, there shall not be consideration flowing from the Member Club with whom such Player signs to any other Member Club or Member Clubs or the C.F.L. or the C.F.L.P.R.C. or any other firm, corporation or person.

**Section 14.04 Negotiation List**

Notwithstanding anything contained in the Rules and Regulations throughout the term of this Agreement, no Member Club in the C.F.L. shall place or have on its Negotiation List a Player who has been or is a veteran in accordance with the terms of this Agreement.

**Section 14.05 Posting of Rules and Regulations**

It is understood and agreed that copies of the Rules and Regulations as attached hereto and marked as Appendix “E” and any amendments thereto shall be placed within the locker rooms of each of the Member Clubs and shall be made available to the Players upon request.

**Section 14.06 Club Rules**

It is understood and agreed that the Member Clubs may make Rules in order to regulate the personal conduct, punctuality, travel and dress codes and media relations for the Players provided such Rules and Regulations are reasonable.

The Member Clubs shall serve copies of Member Club Rules upon the C.F.L.P.A. prior to the commencement of each season. If there are any changes or amendments to Member Club Rules, copies thereof shall be served upon the C.F.L.P.A.

The Member Club Rules as described herein and any amendments made thereto shall have no force or effect until copies are provided to the Players and copies are served upon the C.F.L.P.A.

**Section 14.07 Termination of a Player’s Contract**

Notwithstanding the provisions of the By-Laws as contained in Appendix “E”, a Member Club desiring to terminate the Contract of a Player during the football season, shall be required to personally serve written notice to that effect to the Player in the form which is attached hereto and marked as Appendix “G”. In the event that such notice cannot be served personally on the Player, the Club shall be deemed to have served such written notice on the Player by personally serving the same on the Players’ Association representative on the Club Roster. In the event that the Player or the Players’ Association representative is not personally served with the written notice attached hereto and marked as Appendix “G”, the Contract between the Player and the Member Club shall be deemed to be in effect and the Club shall be obligated to fulfill all terms and conditions contained in the Contract including making payment to the Player of all payments under the terms and conditions of the Contract until such time as

written notice is personally served upon either the Player or the Players' Association representative in the manner hereinbefore described. In the event that notice in writing is not personally served as hereinbefore described 48 hours prior to the commencement time of any regular season game, playoff game, or Grey Cup Game, the Member Club shall be obligated to pay to the Player all monies and all other benefits under the terms and conditions of the Contract as if the Player were on the Member Club Roster at the time of playing the said game.

A Member Club desiring to terminate the Contract of a Player during the off season, shall be required to serve written notice to that effect to the Player and the C.F.L.P.A. in the form which is attached hereto and marked as Appendix "G". In the event that such notice cannot be served personally on the Player, the Club shall be deemed to have served such written notice on the Player by e-mailing a copy of Appendix "G" to the C.F.L.P.A. Offices and the e-mail confirmation sheet shall be written confirmation of the notice being served, and the time and date of service.

In the event that the Player or the C.F.L.P.A. is not served with written notice, attached hereto and marked as Appendix "G", the Contract between the Player and the Member Club shall be deemed to be in effect and the Club shall be obligated to fulfill all terms and conditions contained in the Contract including making payment to the Player of all payments under the terms and conditions of the Contract until such time as the written notice is personally served upon either the Player or served by ne-mailing a copy of Appendix "G" to the C.F.L.P.A. offices in the manner hereinbefore described.

#### **Section 14.08     Disciplinary Action by Commissioner or Chairman**

In the event that disciplinary action is taken as against a Player by the Commissioner or the Chairman of the C.F.L. in accordance with the terms of the C.F.L. Standard Player Contract and/or the Rules and Regulations, and in the event that the Player disputes the reason for the disciplinary action or the severity of the disciplinary action, the Player may submit such a dispute to arbitration in accordance with the arbitration system contained in this Agreement.

## **Section 14.09 Minimum Player Compensation**

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

### **MINIMUM MEMBER CLUB PLAYERS’ SALARY**

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

The minimum Member Club Players’ Salary shall be \$600,000 less than the actual Salary Expenditure Cap on an annual basis.

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

### **SALARY MANAGEMENT SYSTEM**

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

In the event that the C.F.L. and the Member Clubs implement a salary management system with respect to the operations of the C.F.L. and the Member Clubs, the C.F.L. and the Member Clubs shall forthwith provide in writing to the President/**Executive Director** and to Legal Counsel of the C.F.L.P.A. particulars in relation to any such salary management system.

In the event that the C.F.L. and the Member Clubs implement a salary expenditure cap for Player compensation, it shall not include compensation paid to Players and compensation paid for player benefits with respect to pre-season compensation, Pension Plan, travel allowance, play-off compensation, Grey Cup compensation, compensation paid to

Players named to the Six Game Injury List, other than players duly removed from the six game injury list in accordance with Section 14.02 of this Article, compensation paid to Players for the reasonable fair market value of services other than practicing and playing professional football; and, compensation paid to Players on the Practice Roster in excess of 10 Players per Member Club, compensation paid to Players on the Practice Roster for housing or housing allowance, and compensation paid to Players in the form of gifts, free services, travel and items or services of value provided by Member Clubs to Players provided that such payments to an individual Player shall not exceed \$2,000.00 in the aggregate in a single year and such payments to all Players by each Member Club shall not exceed \$92,000.00 in a single year.”

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

#### **Section 14.10 Equalization Draft**

In the event that the Member Clubs in the C.F.L. decide to hold an equalization draft, full particulars shall be provided to the C.F.L.P.A. in advance of the said draft.

It is agreed that should an equalization draft be held, no more than one veteran Player shall be drafted from one Member Club in any one season.

#### **Section 14.11 Expansion Draft**

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

**ARTICLE 15:        RELEASE OF A VETERAN PLAYER****Section 15.01     Player Qualified as a Veteran for Six Years or More**

It is mutually agreed that in the event a Player has qualified as a veteran for six or more seasons including the season in which he is playing, and in the event that the said Player is released after the date of the 9<sup>th</sup> regular season game played by the Member Club, the said Player shall receive compensation equivalent to 100% of the amount of compensation (including all pension benefits and other benefits provided for in the C.F.L. Standard Player Contract and this Agreement) to which the Player would have been entitled had he remained on a Players Roster of the Member Club for the remainder of the regular season games, playoff games and Grey Cup Game of the Member Club during the season in which he was released in accordance with the terms of the C.F.L. Standard Player Contract that was in existence between the said Player and the Member Club prior to the Player being released.

**Section 15.02     Player Qualified as a Veteran for Five Years**

It is mutually agreed that in the event a Player has qualified as a veteran for five seasons including the season in which he is playing, and in the event that the said Player is released after the date of the 10<sup>th</sup> regular season game played by the Member Club, the said Player shall receive compensation equivalent to 100% of the amount of compensation (including all pension benefits and other benefits provided for in the C.F.L. Standard Player Contract and this Agreement) to which the Player would have been entitled had he remained on a Players Roster of the Member Club for the remainder of the regular season games, playoff games and Grey Cup Game of the Member Club during the season in which he was released in accordance with the terms of the C.F.L. Standard Player Contract that was in existence between the said Player and the Member Club prior to the Player being released.

**Section 15.03     Player Qualified as a Veteran for Four Years**

It is mutually agreed that in the event a Player has qualified as a veteran for four seasons including the season in which he is playing, and in the event that the said Player is released after the date of the 11<sup>th</sup> regular season game played by the Member Club, the said Player shall receive compensation equivalent to 100% of the amount of compensation

(including all pension benefits and other benefits provided for in the C.F.L. Standard Player Contract and this Agreement) to which the Player would have been entitled had he remained on a Players Roster of the Member Club for the remainder of the regular season games, playoff games and Grey Cup Game of the Member Club during the season in which he was released in accordance with the terms of the C.F.L. Standard Player Contract that was in existence between the said Player and the Member Club prior to the Player being released.

#### **Section 15.04     Player Qualified as a Veteran for One or More Years**

It is mutually agreed that in the event a Player has qualified as a veteran and in the event that the said Player is released after the date of the 14<sup>th</sup> regular season game played by the Member Club, the said Player shall be entitled to all medical benefits that he was receiving prior to the termination of the Contract with the Member Club until the day before the first day of the training camp period in the year following the year of termination of the Contract with the Player.

#### **Section 15.05     Injury Grievances**

It is mutually agreed that in the event that a Player's Contract is purported to be terminated prior to the dates set out in Sections 1, 2, and 3 herein, and that thereafter the Player through the injury grievance procedure or arbitration becomes entitled to compensation payable up to or after the applicable date in Sections 1, 2, or 3 herein, the Player shall be entitled to the benefit of Article 15 as if he had been terminated on the date that he became fit to play skilled football.

#### **Section 15.06     Release of a Veteran**

For the purposes of this Article, a Player is not released until notice has been served in accordance with Article 14, Section 7 of this Agreement.

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

A Group Medical Plan, a Group Life Insurance Plan and a Group Accidental Death and Dismemberment Plan (“Group Plans”) for Players shall be established which shall be self-administered through Morneau Sobeco or such other company as the C.F.L.P.A. may designate (herein referred to as the “Administrator”). The coverage shall include the same coverage provided by Group Policy Number 33572 issued by the Great West Life Assurance Company to the C.F.L.P.A. in 1994, the Group Life Insurance, the Group Accidental Death and Dismemberment Plan, all benefits described in the Group Medical Plan in Appendix “H” attached hereto and any changes made to the benefits in accordance with the terms of this Article.

Group Life Insurance shall be issued by “Manufacturers Life” or such other company as the C.F.L.P.A. and the C.F.L. may designate on the basis that the amount of coverage shall be at least \$110,000.00 per Player.

Group Accidental Death and Dismemberment Insurance shall be issued by Lloyds of London or such other company as the C.F.L.P.A. and the C.F.L. may designate on the basis that the amount of coverage shall be at least \$250,000.00 per Player.

The premiums for the Group Life Insurance, the Group Medical Plan, and the Group Accidental Death and Dismemberment Insurance shall be paid by the Member Clubs of the C.F.L. on the basis that one twelfth (1/12) of the total premium shall be paid on the first day of each and every month, commencing on the 1<sup>st</sup> day of July, 2022, and in the event that the Member Clubs in the C.F.L. fail to make payment of the premiums as described above, the premiums shall be paid by the C.F.L.

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

On the first day of July 2022 and on the first day of July for each year thereafter during the term of this Collective Agreement, the Benefit Plan Advisory Committee will review the status of the Group Plans, and if there is a surplus and if the rebate of the surplus will not

impact on the Group Plans in a negative way, the C.F.L. will be paid a rebate of premium in the amount of the surplus or in such lesser amount as recommended by the Benefit Plan Advisory Committee.

Provided that the Player accurately provides the Member Club with his off season residence address and any other information requested by the Member Club for insurance purposes, in the event that the Member Club improperly describes the Player's class to the Administrator, the Member Club shall be responsible to pay to the Player any loss sustained by the Player which would not have been sustained if the Player had been described in the proper class to the Administrator.

The Group Plans shall be administered by the Benefit Plan Advisory Committee.

The Benefit Plan Advisory Committee shall consist of three voting members and two non-voting members. The C.F.L.P.A. shall appoint two voting members and two non-voting members and the C.F.L. shall appoint one voting member. The non-voting members shall be representatives from the Administrator and serve as liaison between the Administrator and the Benefit Plan Advisory Committee.

The Benefit Plan Advisory Committee shall be responsible for supervising the Administrator of the Medical Plan and Life Insurance and shall:

- (a) Review year end financial statements;
- (b) Review renewal proposals;
- (c) Review changes proposed with respect to the Plan.

Each voting member of the Benefit Plan Advisory Committee shall have one vote except with respect to matters related to special coverage requests, employee appeals, and change in the benefits in which cases the two voting members appointed by the C.F.L.P.A. shall have one vote and the one voting member appointed by the C.F.L. shall have one vote.

The Benefit Plan Advisory Committee may agree to change the benefits including, the addition of dental coverage and disability coverage provided the state of the

reserves of the Group Plans permit it and further provided that the premiums are not increased. The voting Member appointed by the C.F.L. shall not unreasonably withhold consent to increase benefits of the Group Plans.

Each Member Club shall execute and deliver to the C.F.L.P.A. and the Administrator an application to participate in the C.F.L.P.A. Group Insurance Plan in a form which will be agreed upon by the parties to this Agreement.

The C.F.L. may collect the premiums payable by Member Clubs and make payment of the same; however, such a procedure will not relieve the Member Clubs or the C.F.L. from the obligations as described in this Article and this Collective Agreement. This is for administrative ease and the C.F.L. assumes no additional liability by making such payments.

**ARTICLE 17: PRACTICE ROSTER AND PRACTICE AGREEMENT****Section 17.01 Practice Roster**

Each Member Club may have a Practice Roster consisting of a maximum of thirteen (13) Players in accordance with the following terms and conditions:

- (a) At least one (1) place on the Practice Roster shall be filled by a National Player.
- (b) If seven (7) places are used by a Member Club on its Practice Roster, at least two (2) places on the Practice Roster shall be filled by National Players.
- (c) If eleven (11) places are used by a Member Club on its Practice Roster, at least one (1) place on the Practice Roster shall be filled by a Global Player.
- (d) If twelve (12) places are used by a Member Club on its Practice Roster, at least two (2) places on the Practice Roster shall be filled by Global Players.
- (e) If thirteen (13) players are used by a Member Club on its Practice Roster, at least three (3) places on the Practice Roster shall be filled by Global Players.
- (f) During thirty (30) days during the season which coincide with the National Football League cut-down of Roster period, each Member Club may increase its Practice Roster up to a maximum of eighteen (18) Players.

The maximum of three (3) Global Players for the duration of this Collective Agreement are exempt from the SEC.

**Section 17.02 Practice Agreement**

It is mutually agreed that whenever a Player who is not signed to a C.F.L. Standard Player Contract practices with a Member Club, the said Player and Member Club shall be required to execute an Agreement in the form as set out in Appendix "I" attached hereto and shall be considered to be on the Member Club's Practice Roster.

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

A Player who is not signed to a C.F.L. Standard Player Contract or a Practice Agreement in the form attached hereto and marked as Appendix "I" shall be prohibited from attending a practice of a Member Club.

Notwithstanding the terms of the Practice Agreement, if a Player who is signed to a Practice Agreement is entitled to receive compensation based upon the minimum compensation as described in Article 9 of this Agreement per season or more, any such Player shall be deemed to be on the Roster of the Member Club for the purposes of all benefits described in the C.F.L. Standard Player Contract and this Agreement. Any such Player shall participate in and receive all benefits in accordance with the C.F.L. Standard Player Contract and this Agreement and without restricting the generality of the foregoing, this participation and these benefits shall include Pension Plan benefits, medical plan and life insurance benefits and injury protection, but shall not include post season compensation.

If a Member Club elects to execute a C.F.L. Standard Player Contract in accordance with the terms of a Practice Agreement, it shall forthwith provide the Player with an executed copy of the same and shall be required to pay the Player for the next game (regular season, playoff, or Grey Cup) played by the said Member Club.

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

Notification of termination of a Practice Agreement shall be in writing.

A Member Club shall complete the Practice Agreement with respect to compensation payable prior to presentation to a Player for execution. Compensation payable in accordance with the terms of the Practice Agreement shall not be deferred in any way.

During any season, a Member Club shall not sign a Player to a Practice Agreement prior to the day before the day of the final cutdown of the Roster during Training Camp.

Practice Roster players shall be paid during bye weeks, regardless of practices.

Should a Member Club continue into the post season, Players on the Practice Roster shall be paid at the rate set out in their Practice Agreement (and not less than the minimum compensation set out in this Article) until such time as the Member Club is eliminated from the post season.

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

There shall be no discrimination in any form against any Player by the C.F.L.P.R.C., any Member Club in the C.F.L. or by the C.F.L. because of activity on behalf of the C.F.L.P.A and all prohibited discrimination as set out in the various provincial human rights legislation that apply to the Clubs dependent on jurisdiction.

**Section 18.02    Personal Appearances**

No Player shall be disciplined because of his personal appearance, including hair length, facial hair or dress, provided however, that the Member Clubs in the C.F.L. may make and enforce reasonable Rules governing Players' appearance on the field, in public places when representing the Club and when travelling with the Club.

**ARTICLE 19:**        **PAYMENT OF C.F.L.P.A. DUES**

The Member Clubs shall on the 7<sup>th</sup> day following each regular season, bye, playoff and Grey Cup game, pay and remit (deliver) to the C.F.L.P.A. all C.F.L.P.A., Player dues required to be deducted by all Member Clubs in accordance with paragraph 4B of the C.F.L. Standard Player Contract for all Players on all of the Member Clubs' Player Rosters and in accordance with the Practice Agreement for all Players signed by Member Clubs to Practice Agreements. The Member Clubs shall also provide the C.F.L.P.A. on or before the 20<sup>th</sup> day of every month, a list indicating the names of Players and the amount of monies deducted with respect to each Player.

In the event that a Member Club purports to terminate a C.F.L. Standard Player Contract and/or a Practice Agreement and thereafter makes payment to the Player in accordance with the provisions of Article 15 of this Collective Agreement, paragraph 21 of the C.F.L. Standard Player Contract or for any other reason, the Member Club shall deduct and remit to the C.F.L.P.A. the C.F.L.P.A. dues with respect to any such Player.

In the event that a Member Club fails or refuses to deduct C.F.L.P.A. dues from monies payable to a Player and to thereafter remit said dues to the C.F.L.P.A. in accordance with the C.F.L. Standard Player Contract and Practice Agreement and this Collective Agreement, the said Member Club shall be required to pay to the C.F.L.P.A. a sum equivalent to said C.F.L.P.A. dues.

In the event that any Member Club fails to make payment as provided for herein, the Member Club shall pay to the C.F.L.P.A. interest on monies payable to the C.F.L.P.A. at the prime lending rate of the Canadian Imperial Bank of Commerce plus 3% from the date that monies were payable until the date the C.F.L.P.A. receives payment.

The C.F.L. may collect the C.F.L.P.A. dues from Member Clubs and make payment to the C.F.L.P.A.; however, such a procedure will not relieve the Member Club or the C.F.L. from the obligations as described in this Article and this Collective Agreement. This is for administrative ease and the C.F.L. assumes no additional liability by making such payments.

**ARTICLE 20:**        **C.F.L.P.A. REPRESENTATIVE ON RULES COMMITTEE**

Throughout the term of this Agreement, the Rules Committee, in accordance with Article 15 of the Constitution of the C.F.L., shall be made up of thirteen (13) voting members, two (2) of whom shall be appointed by the C.F.L.P.A. The thirteen members shall be comprised of:

- one (1) from each team
- one (1) from the C.F.L.
- one (1) from the officials
- two (2) from the C.F.L.P.A.

**ARTICLE 21:        IMPOSITION OF FINES AND MAXIMUM DISCIPLINE****Section 21.01    Imposition of Fine**

When a fine imposed by a Member Club on a Player is \$75.00 or less, the Players and the Head Coach may use the fine monies for the benefit of all Players on the Member Club Roster.

No Player shall be fined for breach of any rule and regulation of a Member Club unless a copy of the rule and regulation of the Member Club has been provided to the Player and to the C.F.L.P.A. and is reasonable. All Players shall be treated by Member Clubs in a mature manner.

Any fine imposed upon a Player shall be required to be imposed within ten (10) days from the time of the infraction and in the event a fine is not so imposed, it shall have no force or effect.

When the Player has been given notice that his conduct is being reviewed, if the Player has not had a sufficient opportunity to provide a written explanation, the President/Executive Director of the C.F.L.P.A., or his delegate, may agree to extend the time within which a fine may be imposed up to twenty days from the time of the infraction and in the event that a fine is not imposed within this time, it shall have no force or effect.

**Section 21.02    Payment to C.F.L.P.A.**

The C.F.L. shall, on or before the 20<sup>th</sup> day of every month commencing with the first month following the month in which a Member Club plays its first regular season game, pay and remit (deliver) to the C.F.L.P.A. all monies recovered by all Member Clubs and by the C.F.L. as a result of fines imposed upon any Player either by the Member Club or the C.F.L., except for those fines \$75.00 or less which shall be used for the benefit all Players. The use of fine monies for the benefit of all Players shall be agreed upon by the Head Coach and the Players through their Player Representatives.

**Section 21.03 Written Notice to C.F.L.P.A.**

When a Member Club or the C.F.L. imposes a fine upon a Player, it shall be required to serve written notice to the C.F.L.P.A. setting out the name of the Player, the amount of the fine and reason for the fine within ten (10) days of the imposition of the fine. In the event that written notice is not served as herein provided, the fine shall have no force or effect.

**Section 21.04 Maximum Fine**

The maximum fine that any Player can be assessed for breach of any published rule or regulation of a Member Club that has been provided to a Player and that is reasonable, or for the breach of any term or condition of the Standard Player Contract in existence between the Player and the Member Club, whether assessed by the Member Club, the C.F.L.P.R.C. or the C.F.L., shall be a sum equal to one half (1/2) of the net amount (the amount which the Player receives after all deductions pursuant to law, the Standard Player Contract and the Collective Bargaining Agreement) a Player would have received for one (1) regular season game from all Contracts between the Player and the Member Club in that year.

**Section 21.05 Use of Fine Monies by C.F.L.P.A.**

All fine monies paid to the C.F.L.P.A. may be used by the C.F.L.P.A. for any purposes; provided however, the C.F.L.P.A. will provide the C.F.L.P.R.C. with notice with respect to the use of fine monies.

**Section 21.06 Dispute of Fine by Player**

In the event that a Player disputes the reason for the imposition of the fine or the amount of the fine imposed, the Player may submit such dispute to arbitration in accordance with the arbitration system contained in this Agreement. In the event that an Arbitrator determines that a Player is entitled to be reimbursed fine monies or any part thereof, the C.F.L.P.A. shall reimburse the Club the amount of the fine monies or any part thereof awarded to the Player and the Member Club shall, upon receipt, reimburse the Player.

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

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

**ARTICLE 22:**        **FUTURE EXPANSION**

In the event that there is the addition of one or more new Member Clubs in the C.F.L., such Member Club or Member Clubs shall be required to acknowledge in writing to the C.F.L.P.A. their acceptance of all terms and conditions contained in this Agreement and such Member Club or Member Clubs shall be required to acknowledge in writing to the C.F.L.P.A. that it or they agree to be bound by all terms and conditions contained in this Agreement except for any term or condition contained in this Agreement which is unlawful in the jurisdiction where the new Member Club or Member Clubs are situate.

The President/Executive Director of the C.F.L.P.A. shall be appointed as an ex officio Member of the C.F.L. Expansion Committee.

**ARTICLE 23:      ROSTER SIZE**

Beginning in the 2022 season and continuing through the duration of the Collective Agreement, the Active Roster size of each Member Club in the C.F.L. for regular season, playoff and Grey Cup games shall be a minimum of forty-four (44) Players and a maximum of forty-five (45) Players.

**The 2022 Season**

- (a) For the 2022 season, there shall no be more than twenty (20) American players, which shall include four (4) designated American players and which shall exclude Quarterbacks on the Active Roster of each Member Club for regular season, playoff and Grey Cup games.
- (b) For the 2022 season, each Member Club must dress two (2) Quarterbacks for each regular season, playoff and Grey Cup games, and each Club has the option of adding a third Quarterback to its Active Roster and two (2) Quarterbacks can be on the field at the same time, with the understanding that only one (1) player can be defined as a Quarterback at one time.
- (c) Each Member Club shall have either one (1) or two (2) Players on its Active Roster who are considered Global Players for each regular season, playoff and Grey Cup games.
- (d) Teams will be eligible to name as National Starters a maximum of three (3) Players per game who have become National Players by virtue of the Amended definition of National, i.e. Americans who have played with the same C.F.L. team for three (3) consecutive years prior to the current season or who have played four (4) years prior in the C.F.L. These three (3) players only apply to the starter ratio, and not to the roster allocation.
- (e) In the event of a game injury to any of the Club's ten (10) National Starters, the injured player(s) can be replaced by either a National or any other American on the roster who qualifies under the Amended definition of National above

### **The 2023 Season**

- (a) Effective January 1, 2023 for the 2023 season, there shall not be more than nineteen (19) American Players, including up to two (2) Nationalized Americans (defined below) and two (2) Designated Americans.
- (b) Each Member Club shall have either one (1) or two (2) Players on its Active Roster who are considered Global Players for each regular season, playoff and Grey Cup games.
- (c) Each Member Club must dress three (3) quarterbacks for each regular season, playoff and Grey Cup games and two (2) Quarterbacks can be on the field at the same time.
- (d) There shall be twenty-one (21) or twenty-two (22) Nationals including one (1) Nationalized American on each Active Roster. A Nationalized American is defined as an American who has become a Nationalized American by virtue of having played with the same CFL team for three (3) consecutive years prior or who has played five (5) years in the CFL.
- (e) Should a Club choose to have a National player start as Quarterback, then that player shall qualify as a National starter.
- (f) There will be eight (8) National starters, one (1) of whom can be a Nationalized American as defined above. An additional two (2) Nationalized Americans can rotate with two (2) National starters within the starting eight (8) during the game but can play no more than 49% of the National snaps. These two (2) Nationalized Americans cannot substitute on the same side of the ball.
- (g) In the event of a game injury to any of the club's eight (8) National starters, the injured player(s) can be replaced by either a National, or a Nationalized American or a Global.

### **The 2024 Seasons and Thereafter**

- (a) Commencing on January 1, 2024, for the 2024 season and each season thereafter during the term of this collective agreement, the following will apply:

The CFL may, in its sole discretion, elect to grant all Clubs the right to have a third (3<sup>rd</sup>) Nationalized American who can rotate with a third (3<sup>rd</sup>) National starter within the starting eight (8) during the game but can play no more than 49% of the National snaps; in the event the CFL makes such an election and a

Club exercises such right, it shall have only one (1) Designated American on its roster.

- (b) All the provisions of the 2023 season as set out above and the provision of 2024(a) above shall continue to apply for the duration of the Collective Agreement.

During each season, Section 8, sub-sections 1 and 5 of the C.F.L. By-Laws (Appendix “E” to the Collective Agreement) shall be deemed to be amended pursuant to the provisions of this Article and, in addition, the following shall apply:

1. “1. The Commissioner shall maintain in the League office a registry of players under contract with each Member Club. Prior to the commencement of the regular season schedule each Member Club shall, in accordance with a timetable prescribed by the Management Council, establish its active roster at:
  - (a) A maximum of forty-five (45) players, including three (3) players who shall be identified as quarterbacks and forty-two (42) other players, of whom not more than nineteen (19) may be Americans; and
  - (b) A minimum of forty-four (44) players, including three (3) players who shall be identified as quarterbacks and forty-one (41) other players, of whom not more than nineteen (19) may be Americans.
2. 5. A Member Club shall, for a regular season, playoff game or League Championship Game, establish its active roster as described in paragraph 1. The players identified as quarterbacks shall be permitted to alternate for each other during the game at the quarterback position and two quarterbacks may be on the field together at the game time. For the purposes of this paragraph, the duties of the quarterback position may include punting, place-kicking, kicking-off or holding the ball for the kicker on a convert or field goal attempt. The player identified as the third quarterback shall not be eligible to perform the duties of a punter or kicker but may perform all other quarterback duties. A National quarterback will be considered one of a Club’s starting National Players as long as he remains on the field at the quarterback position.

When a Member Club dresses its full quota of American Players, two (2) [except in 2024 and thereafter one (1)] shall be designated Americans and designated as special team players who may enter the game at another position only upon the understanding that another American player is required to leave the game for that play. When a Member Club dresses eighteen (18) American players, one (1) [except in 2024 and thereafter, zero (0)] shall be a designated American and designated as a special team

player who may enter the game at another position only upon the understanding that another American player is required to leave the game for that play.

The designated Americans shall only be allowed to participate on the special teams, provided however, a designated American may be directly substituted to replace another American player provided the said American player being replaced is on the same side (offensive or defensive) that the designated American will be playing on. The designated American may replace any other American player during the game on either side of the ball on the understanding that the player that he replaces may not re-enter that game.

**ARTICLE 24:      INJURY GRIEVANCES****Section 24.01      Neutral Physicians**

For the purposes of this Agreement, the C.F.L.P.A. and the C.F.L.P.R.C. shall maintain a jointly approved list of neutral physicians, including at least two orthopaedic physicians in each city in which a Member Club is situate. The list may be subject to review and modification by mutual Agreement. In the event that there is a resignation of a neutral physician and the C.F.L.P.A. and C.F.L.P.R.C. cannot agree on who should replace the neutral physician who has resigned, the Commissioner of the C.F.L. shall name a replacement for the neutral physician. Each neutral physician should be willing and able to examine Players in the C.F.L. promptly. The neutral physicians during the term of this Agreement are described in the list of neutral physicians which is attached hereto and marked as Appendix “J”.

In the event that a neutral physician is required who is a specialist in an area other than orthopaedic medicine, the Commissioner shall appoint such neutral physician upon request.

**Section 24.02      Instructions to Neutral Physician**

When a neutral physician is appointed, he shall be required to meet in person or by way of telephone conference with a representative of the C.F.L.P.A. and a representative of the C.F.L.P.R.C. in order that he can be properly instructed with respect to his duties and responsibilities in accordance with his appointment. Each neutral physician shall be provided with a letter of instructions in the form which is attached hereto and marked as Appendix “K”.

**Section 24.03      Unavailability of Neutral Physician**

In the event that a neutral physician is not available to examine the Player within the time parameters of the C.F.L. Standard Player Contract, the Player may contact the Commissioner of the C.F.L. and the Commissioner shall provide the Player with the name of a qualified physician who is willing and able to see the Player within the time parameters provided.

**Section 24.04      Contact with Neutral Physician**

Neither the Member Club nor the C.F.L.P.A. shall make any contact with the neutral physician in relation to an injury grievance, other than through the offices of the Commissioner of the C.F.L. or as expressly provided for herein. Any contact made by the Commissioner of the C.F.L. with a neutral physician shall be made by way of written correspondence and copies of the same shall be provided to the C.F.L.P.A. and the C.F.L.P.R.C.

The Member Club or the C.F.L.P.A. may contact a neutral physician to request his report be put into a proper form; provided however, the contact shall be either by way of correspondence on the basis that all parties will be copied with the correspondence or by telephone on the basis that it will be by way of conference telephone call with both the C.F.L.P.A. and the Member Club participating at the same time.

In the event that a Member Club or the C.F.L.P.A. may require the attendance of a neutral physician at arbitration or at court, contact may be made directly with the neutral physician to discuss the evidence to be given by the said neutral physician; provided proceedings have been commenced by way of service of a Notice to Arbitrate, service of a Statement of Claim, or a Writ of Summons.

**Section 24.05      Fee for Neutral Physician**

The fees for the neutral physician shall be paid by the C.F.L., and the C.F.L. shall be reimbursed by the C.F.L.P.A. for one half of these fees. If the decision of the neutral physician agrees with the Club, the C.F.L.P.A. shall reimburse the C.F.L. for the remaining one half of the amount of the fee of the neutral physician, and if the decision of the neutral physician agrees with the position of the Player, the C.F.L. shall reimburse the C.F.L.P.A. one half of the amount of the fees of the neutral physician paid by the C.F.L.P.A.

**Section 24.06      Decision of the Neutral Physician**

The decision of the neutral physician shall be final and binding upon the Player, the Member Club of the C.F.L., the C.F.L.P.A. and the C.F.L.P.R.C.

If the neutral physician is able to render an opinion to the effect that the Player is either fit to play skilled football or unfit to play skilled football, his decision shall not be subject to review.

#### **Section 24.07      Pre-Existing Conditions**

The words “pre-existing condition” as they are contained in paragraph 20 and paragraph 21 of the C.F.L. Standard Player Contract shall not include the use of alcohol or drugs.

#### **Section 24.08      Pre-Training Camp Examination by a Neutral Physician**

A Member Club in the C.F.L. may, prior to the commencement of the training camp period, require a Player to attend before a neutral physician in order to determine the status of any pre-existing condition for purposes of determining whether there is in the future an aggravation of said pre-existing condition.

#### **Section 24.09      Failure on the part of a Member Club to provide Medical Records**

In the event that a Player proceeds in accordance with paragraph 21 of the C.F.L. Standard Player Contract to submit to an examination by a neutral physician as a result of the Member Club purporting to terminate his Contract, and in the event that the Member Club fails to provide the said neutral physician with their medical records, within the time described in Appendix “K”, the said Member Club shall be precluded in any future arbitration or Court proceedings from calling any medical evidence with respect to the Player’s claim.

The Member Club shall not provide the opinion of the Member Club’s doctor as to whether the Player is fit or unfit to play skilled football unless a medical examination has been conducted by the Member Club doctor within three days prior to the date that the Member Club serves Notice of Termination on the Player or within 48 hours following the Player’s service on the Member Club with Notice pursuant to paragraph 21 of the Player’s C.F.L. Standard Player Contract that the Player disputes his release. The Player shall make himself available at the city where the Member Club is located within 48 hours following the service of the Notice pursuant to paragraph 21 of the Player’s C.F.L. Standard Player Contract, to be

examined by the Member Club doctor. Should the Member Club doctor fail to examine the Player within 48 hours following the date that the Member Club is served with Notice pursuant to paragraph 21 of the Player's C.F.L. Standard Player Contract, the Member Club may, provided the Member Club pays for the Player's transportation and accommodation to re-attend at the city where the Member Club is located, require that the Player attend for an examination by the Member Club doctor within 7 days following the date of service of the Notice by the Player on the Member Club pursuant to paragraph 21 of the Player's C.F.L. Standard Player Contract that the Player disputes his release.

If the Player does not make himself available to be examined by the Member Club doctor within 48 hours following the service of the Notice pursuant to paragraph 21 of the Player's C.F.L. Standard Player Contract, he shall at the request of the Member Club and at his own expense re-attend for an examination by the Member Club doctor at the city where the Member Club is located within 7 days following the date of service of Notice under paragraph 21.

The Member Club's request to have the Player examined shall be in writing, shall provide the date, time and place for the medical examination and shall be copied to the C.F.L.P.A. If the Member Club doctor provides an opinion as to whether the Player is fit or unfit to play skilled football, a copy of the opinion shall be provided to the Player, the C.F.L.P.A. and to the neutral physician.

The Member Club shall have the right to conduct a medical examination at any time in which the Player is under Contract with the Member Club and if the Member Club Doctor examines the Player within three days prior to the date that the Member Club serves notice of termination on the Player or following termination in accordance with this Section, the record in relation to the Member Club Doctor examination of the Player shall be provided to the Player, the C.F.L.P.A. and the Neutral Physician.

If the Player is not examined within three days before termination of his Contract or within 48 hours following service of Notice under paragraph 21 by the Player, and if the Member Club requires that the Player be examined by the Member Club doctor after the Player serves Notice under paragraph 21 of the C.F.L. Standard Player Contract, the 10 day

time limit provided at Appendix “K” for the neutral physician to receive the Member Club’s medical records shall be extended accordingly in order to permit the opinion of the Member Club’s doctor to be received by the neutral physician.

**Section 24.10      Disclosure at Training Camp Medical**

When a Player attends before the Member Club’s medical committee in accordance with paragraph 6 of the C.F.L. Standard Player Contract, the Player shall not be prejudiced with respect to any subsequent claim pursuant to paragraph 21 of the C.F.L. Standard Player Contract in the event that he neglects to disclose any previous injury or illness provided he has previously disclosed such injury or illness to the Member Club or any other Member Club.

**Section 24.11      Exit Physical**

A Player shall not be eligible to file an injury grievance if the Player did not attend the Exit Physical, provided the Club scheduled one for him within twenty-four (24) hours of his release. If applicable, the Club shall pay any related flight change costs.

**ARTICLE 25:        TRAVEL ALLOWANCE**

During the term of this Agreement, when a Player is traveling with a Member Club for pre-season games, regular season games, playoff games and Grey Cup Game, the Member Club shall pay to the Player a travel allowance for each day or any part thereof subject to the exceptions described in this Article in the sum of \$115.00. Any dollar figure within the hundred and fifteen dollars (\$115.00) provided to the Player in excess of CRA guidelines may be taxed as per CRA guidelines.

**Exceptions:**

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

If the Member Club departs its home city two days before the day of the game, and the time of departure is after 1:30 p.m. of the time zone where the Member Club is situate, the travel allowance for that day will be reduced by the sum of \$50.00. If the Member Club departs the city (time of flight) to return to its home city prior to 12:00 o'clock noon of the time zone of the city it departs from, and there is no team meeting or practice on that day before leaving the city, there will be no travel allowance payable for that day; provided however, if the Member Club arrives at its home city after 1:30 p.m. of the time zone where the home city is situate, there shall be a travel allowance for that day, however, it shall be reduced by the sum of \$50.00.

**ARTICLE 26:      ACCESS TO INFORMATION**

**Section 26.01      C.F.L. Standard Player Contracts and Practice Agreements**

The C.F.L. and/or each Member Club shall provide the C.F.L.P.A. with a copy of each C.F.L. Standard Player Contract, each Practice Agreement, each Addendum to a C.F.L. Standard Player Contract, and each Amendment and Addition to a C.F.L. Standard Player Contract, signed by a Player, within fourteen days of execution.

The C.F.L. and/or each Member Club shall provide the C.F.L.P.A. with a copy of all Contracts including Personal Services Contracts between the Member Club and a Player; provided however, there shall be no obligation to provide Contracts between a Player and a third party which is not a Member Club.

In this Section, C.F.L. Standard Player Contract, Practice Agreement and Addendum to C.F.L. Standard Player Contract, Addition to C.F.L. Standard Player Contract and Personal Services Contract include any Contracts submitted for registration to the C.F.L.

If the C.F.L. or the Commissioner of the C.F.L. refuses to register a C.F.L. Standard Player Contract or any other agreement, the C.F.L.P.A. shall be provided with notice of such decision no later than 14 days following the date of the decision.

**Section 26.02      Other Information**

The parties hereto agree that the C.F.L.P.A. shall be provided with the following information on request:

- (f)      Active Roster of Member Clubs and addresses for all Players;
- (g)      Injured Players List for Member Clubs;
- (h)      Retired Players List for Member Clubs;
- (i)      Suspension List for Member Clubs;

- (j) Names and full particulars with respect to all Players who have their C.F.L. Standard Player Contract terminated and who are subsequently deleted from the roster;
- (k) Six Game Injury List for Member Clubs; and
- (l) Negotiation Lists which shall be provided weekly to the C.F.L.P.A. at the same time they are provided to the Member Clubs.
- (m) Member Club Travel Schedules to be provided at the start of training camp.

The C.F.L.P.A. shall be allowed access to all Player Contracts filed with the offices of the C.F.L. and any other documentation filed with respect to compensation paid or to be paid to that Player with the C.F.L. Office.

#### **Section 26.03 Publication of Salary Survey**

The C.F.L.P.A. and the C.F.L.P.R.C. will use their best efforts to prepare a joint Salary Survey. In the event that the parties are unable to reach an agreement with respect to the form of the Salary Survey, each party may proceed to prepare and distribute a Salary Survey in any form.

In the event that the parties agree to prepare and distribute a jointly prepared Salary Survey, the C.F.L.P.A. will hold harmless the C.F.L.P.R.C. with respect to an action by a Player regarding the use of information contained in the said Salary Survey.

#### **Section 26.04 Confidentiality**

In the event that there is a term or condition contained in a Player's C.F.L. Standard Player Contract which provides that the terms and conditions of such Contract are to remain confidential, such term and condition shall not prevent the C.F.L.P.A. from reporting the information contained in the said Contract in the Salary Survey as provided for herein.

**ARTICLE 27:      MOVING AND TRAVEL EXPENSE**

**Section 27.01      Assignment of Player's Contract**

If a Player's C.F.L. Standard Player Contract is assigned to another Member Club, the Player shall be paid a reasonable travel expense to report to the assignee Club; it being understood that if air travel is required, payment shall be a sum equivalent to the economy air fare of the airline used.

If a Player's C.F.L. Standard Player Contract is assigned to another Member Club and the Player reports to the Assignee Club, the Assignee Club shall, at the Player's option, either:

- (n) Pay to the Player the sum of \$1,000.00 in the event that the said Player is on the Roster (Roster shall include Active Roster, Injured Players List, and Disabled List) of the Assignee Member Club for two games (games shall include regular season games, playoff games and Grey Cup Game) or,
- (o) If the Player reports and notwithstanding whether the Player is on the Roster of the Assignee Club for any games, the said Player shall be reimbursed by the Assignee Member Club the actual cost of moving his furniture and household effects up to a maximum amount of \$1,000.00 (receipts required).
- (p) If a Player's C.F.L. Standard Player Contract is assigned to another Member Club during the period of time commencing with the commencement date of the training camp period and ending on the date of the Grey Cup Game, then the amounts described in each of the paragraphs (a) and (b) above shall be increased and shall be the sum of \$2,000.00.

**Section 27.02      Change of Residence**

If the said Player is on the Roster, (Roster shall include Active Roster, Injured Players List, and Disabled List) of the acquiring Member Club for a minimum of five (5) games (games shall include regular season games, playoff games, and Grey Cup Game) or as of the last regular season game, playoff or Grey Cup Game of the season in which his Contract was

assigned, and the Player changes his place of residence to the city where the acquiring Member Club is situate, the Player shall be reimbursed by the acquiring Member Club, the following:

- (q) Economy return air fare for the Player's wife to travel to the site of the acquiring Member Club; and
- (r) The actual cost of moving his furniture and household effects up to those maximum amounts set out in Schedules I, II, III and IV below:

#### **SCHEDULE I**

A Player moving between the following cities shall be entitled to a claim for the actual cost of moving his furniture and household effects up to a maximum of THREE THOUSAND (\$3,000.00) DOLLARS:

Vancouver – Edmonton  
 Vancouver - Calgary  
 Calgary – Edmonton  
 Calgary – Regina  
 Calgary – Winnipeg  
 Edmonton – Regina  
 Edmonton – Winnipeg  
 Regina – Winnipeg  
 Toronto – Hamilton  
 Montreal – Toronto  
 Montreal – Hamilton  
 Toronto - Ottawa  
 Hamilton – Ottawa  
 Montreal – Ottawa

#### **SCHEDULE II**

A Player moving between the following cities shall be entitled to a claim for the actual cost of moving his furniture and household effects up to a maximum of FOUR THOUSAND (\$4,000.00) DOLLARS:

Vancouver – Regina  
 Vancouver – Winnipeg  
 Regina – Toronto  
 Regina – Hamilton

Winnipeg – Toronto  
 Winnipeg – Hamilton  
 Montreal – Regina  
 Montreal – Winnipeg  
 Regina – Ottawa  
 Winnipeg – Ottawa

### **SCHEDULE III**

A Player moving between the following cities shall be entitled to a claim for the actual cost of moving his furniture and household effects up to a maximum of SIX THOUSAND (\$6,000.00) DOLLARS:

Calgary – Toronto  
 Calgary – Hamilton  
 Edmonton – Toronto  
 Edmonton – Hamilton  
 Montreal – Calgary  
 Montreal – Edmonton  
 Calgary – Ottawa  
 Edmonton – Ottawa

### **SCHEDULE IV**

A Player moving between the following cities shall be entitled to a claim for the actual cost of moving his furniture and household effects up to a maximum of SEVEN THOUSAND (\$7,000.00) DOLLARS:

Vancouver – Toronto  
 Vancouver – Hamilton  
 Montreal – Vancouver  
 Vancouver – Ottawa

### **Section 27.03 Relocation of Club**

In the event that a Member Club relocates to another city, if a Player has been a permanent resident on a yearly basis in the city in which the Member Club was situated and in the event that the Player becomes a permanent resident on a yearly basis in the city in which the Member Club has relocated to, the Player shall be entitled to and shall be paid moving and travel expenses as provided for in this Article.

**ARTICLE 28:        NEGOTIATION OF INDIVIDUAL PLAYER CONTRACTS**

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

In the event that a Member Club is contacted by a Contract Advisor not registered with the C.F.L.P.A., the Member Club shall notify the C.F.L.P.A. forthwith.

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

If a Club begins negotiating a contract with an Advisor/agent who is not registered as a CFLPA registered Advisor, the following shall apply:

The Club will contact the CFLPA via emailing [admin@cflpa.com](mailto:admin@cflpa.com) with notification of the unregistered contract advisor/agent prior to making any verbal or written offers to the player or player representative who is not registered as a Contract Advisor. This notification shall include email and phone contact information for the player and the unregistered advisors/agent and shall be sent to the player and the unregistered advisors/agent.

Once a Club has issued notification of an unregistered advisors/agent to the CFLPA, they will not deal with that unregistered contract advisor/agent again for any subsequent deals, for the current or any other player, until the unregistered contract advisor/agent is registered or the Club has obtained permission from the CFLPA.

Each unregistered advisor/agent will have a one-time 30-day grace period while they obtain registered status to negotiate contracts other CFL Clubs, but they may only deal with each Club once during the 30-day window. Once the window has closed and if the

individual remains unregistered, no Club may deal with him/her again until he/she becomes registered. In emergency situations, Clubs may petition the CFLPA to allow for an unregistered advisor/agent to represent a player which may be approved in advance by the CFLPA acting reasonably.

2. The Commissioner and the President/Executive Director of the C.F.L.P.A. may act as mediators in order to assist in the negotiation of C.F.L. Standard Player Contracts between Players and Member Clubs.

3. All Member Clubs shall be obligated to offer each Player or the Player's representative in the negotiation process a one (1) year C.F.L. Standard Player Contract. The Member Clubs may provide the Player with alternatives in addition to an offer of a one year C.F.L. Standard Player Contract in the form of an offer which would obligate the Player for more than one year.

4. All Member Clubs shall be required to provide a letter, in the form attached hereto and marked as Appendix "L", with a C.F.L. Standard Player Contract when offering a First Contract to a Player who is not a veteran; provided however, that failure to comply shall not invalidate the exercise by the Member Club of its right of renewal pursuant to paragraph 15 of the C.F.L. Standard Player Contract.

Should the Club fail to comply with the terms of this Article, the Commissioner shall fine the Club the sum of \$500.00 for the first occurrence and the fine shall be doubled for each infraction thereafter. The fine monies as described herein shall be paid to the C.F.L.P.A.

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

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

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

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

6. If a Member Club intends to request more than one Player on the Member Club's Roster to renegotiate their C.F.L. Standard Player Contracts (including option year) as a result of economic conditions, the following procedures shall be followed:

- (a) The Member Club shall serve written notice on the C.F.L.P.A. within a reasonable time prior to the first regular season game of its intent to re-negotiate more than one Player's existing C.F.L. Standard Player Contract.
- (b) The Member Club shall provide the C.F.L.P.A. with copies of all C.F.L. Standard Player Contracts signed by Players for the upcoming season.
- (c) The Member Club shall provide the C.F.L.P.A. with full particulars of all expenses within the Competitive Expenditure Cap for the upcoming season.
- (d) The Member Club shall provide the C.F.L.P.A. with its operating budget for the operations of the Member Club for the upcoming season.

- (e) The Member Club shall provide the C.F.L.P.A. with a written proposal with respect to all Players that the Member Club intends to re-negotiate C.F.L. Standard Player Contracts with. The written proposal shall contain the proposal of the Member Club with respect to compensation to be paid to each Player in accordance with paragraph 3 of the C.F.L. Standard Player Contract and any signing and performance bonuses.
- (f) There shall be no re-negotiation with respect to any Player's C.F.L. Standard Player Contract after the first regular season game without the prior written consent of the C.F.L.P.A.
- (g) All parties including the Member Club and the Player will negotiate in good faith.
- (h) The Commissioner of the C.F.L. and the President/Executive Director of the C.F.L.P.A. may act as mediators in order to assist in the re-negotiation of C.F.L. Standard Player Contracts between Players and Member Clubs.

## 7. Guaranteed Contracts

Effective for the 2023 season and continuing for the term of the collective agreement, Clubs will have the option of providing guaranteed contracts to the players and the League will register those contracts provided the following conditions are met:

- A. The contract would have to be subsequent to the first completed contract, i.e. for a National and Global, it would be after three (3) years with the Club, and for an American, it would be after two (2) years with the Club.
- B. The player would have to sign a subsequent contract with his original Club
- C. The subsequent contract will be no less than two (2) years in duration.
- D. The guaranteed amount would be fifty per cent (50%) of the Paragraph 3 salary in the final year only of the subsequent contract.

E. The guaranteed amount of the Paragraph 3 salary in the final year only will not apply in the event of death, retirement, placement on the suspended list, or in the event the Player signs an NFL contract using the NFL/CFL Option window.F. The guarantee in a new Standard Player Contract replaces any existing guarantee with the same Club.

**ARTICLE 29: CANADIAN FOOTBALL LEAGUE DISABLED LIST**

1. The Commissioner of the C.F.L. shall maintain a Disabled List consisting of those Players whose services are being maintained by Member Clubs in the C.F.L. pursuant to the provisions of paragraph 6A of the C.F.L. Standard Player Contract.
2. If a Member Club wishes to place a Player on the C.F.L. Disabled List, it shall:
  - (a) Notify the Player forthwith in writing;
  - (b) Immediately forward to the Commissioner the request to have the Player placed on the C.F.L. Disabled List together with a Certificate of the Club's Medical Committee verifying the illness or injury and stating in the opinion of the said Medical Committee, that the Player is prevented from performing his duties contracted for under the C.F.L. Standard Player Contract.
3. A Player may remain on the C.F.L. Disabled List for so long as the Club's Medical Committee verifies his inability to perform the services contracted for in accordance with the terms of his C.F.L. Standard Player Contract or until such time as the said Player is placed on the Club's Active Roster or Reserve List or his Contract is terminated.
4. When a Player on a C.F.L. Disabled List becomes fit to perform the duties contracted for under the terms of his C.F.L. Standard Player Contract, the Member Club shall forthwith place the Player on the Active Roster or Reserve List or terminate the Player's Contract.
5. During the period of time that a Player is on the C.F.L. Disabled List, he shall be paid the lesser of TWO THOUSAND (\$2,000.00) DOLLARS for each regular season game, playoff game, bye game and Grey Cup Game played by the Member Club or SIXTY (60%) percent of the compensation payable pursuant to paragraph 3 and 25 of the C.F.L. Standard Player Contract.
6. During the period of time the Player is on the C.F.L. Disabled List, he shall be permitted to participate in all practice sessions but not be entitled to participate in any pre-season, regular season, post season or a Grey Cup game.

7. A Player shall be entitled to three (3) days' bereavement leave on the death of a parent, spouse, sibling or child. A Player shall also be entitled to three (3) days' leave on the birth of his child. Should the Player miss a regular season or post-season game on account of either bereavement leave or childbirth leave, he shall be paid pursuant to paragraph 5 above.

**ARTICLE 30:      RECOGNITION OF ECONOMIC CONDITIONS**

**Section 30.01      Salary Expenditure CAP**

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

	<b>Salary Expenditure Cap</b>	<b>Non-Football Related Services minimum additional amount</b>	<b>Total Salary Expenditure Cap</b>
2022	\$5,350,000	N/A	\$5,350,000
2023	\$5,450,000	\$60,000	\$5,510,000
2024	\$5,525,000	\$110,000	\$5,635,000
2025	\$5,650,000	\$110,000	\$5,760,000
2026	\$5,750,000	\$110,000	\$5,860,000
2027	\$5,850,000	\$110,000	\$5,960,000
2028	\$5,888,889	\$110,000	\$5,998,889

\*Subject to 30.03 below

**Section 30.02      Financial Statements**

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

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

The Member Clubs in the C.F.L. who do not prepare audited financial statements with respect to football operations shall provide the C.F.L.P.A. on or before the 1<sup>st</sup>

day of August in each year, a financial statement prepared in accordance with generally accepted accounting principles with respect to the year inclusive of the preceding season.

The information contained in the financial statements provided to the C.F.L.P.A. shall be kept strictly confidential and shall be used only by the President/Executive Director of the C.F.L.P.A., First Vice-President of the C.F.L.P.A., Legal Counsel for the C.F.L.P.A., and an accountant appointed by the C.F.L.P.A. for the purposes of determining the compensation payable to players related to total revenues.

The C.F.L. and the Member Clubs in the C.F.L. shall allow the C.F.L.P.A. and an accountant appointed by the C.F.L.P.A. access to all financial records, with respect to football operations, for inspection, review and audit at any time or times during reasonable business hours and upon reasonable notice to the Member Club and/or the C.F.L. The CFO of the C.F.L. will provide a mid-year financial update in a meeting with the C.F.L.P.A. This update is to include detailed line statements that the Clubs provide to the League on a quarterly basis.

The Union has right to full audit of “All operating revenues of the CFL and operating revenues of the Clubs related to the activities of those Clubs as members of the CFL. For greater clarity, Defined League Revenue shall not include expansion fees, non-CFL special events, concerts, fundraising etc.”.

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

### **Section 30.03 Revenue Growth Sharing Model – Commencing for the 2024 Season and Following**

i) The CFL will calculate and notify the CFLPA of the amount of Defined League Revenue generated during the 2022 season (the “Initial Baseline Revenue”) by no later than January 15, 2023. The definition of “Defined League Revenue” will be as follows: “All

operating revenues of the CFL and operating revenues of the clubs related to the activities of those clubs as members of the CFL. For greater clarity, Defined League Revenue shall not include expansion fees, non-CFL special events, concerts, fundraising etc.”;

(ii) Should the amount of Defined League Revenue generated during the 2023 season be greater than Initial Baseline Revenue, then the Salary Expenditure Cap will increase for the 2024 season, subject to Section A and Section C below. The collective Clubs’ 2024 Salary Expenditure Cap will increase by 25% (the “Growth Sharing Percentage”) of the amount by which Defined League Revenue in 2023 exceeds the Initial Baseline Revenue. For example, the formula for the increase will be as follows: every \$1 increase in Defined League Revenue over the Initial Baseline Revenue will equate to a \$0.25 cent increase in the collective Clubs’ Salary Expenditure Cap for the 2024 season. For greater clarity, each Club’s Salary Expenditure Cap will increase by 2.78 cents for every \$1 collective increase in Defined League Revenue growth;

(iii) The Growth Sharing Percentage shall increase by 1% per year for the term of this Agreement. For clarity, this means that the Growth Sharing Percentage will be 26% in 2025, 27% in 2026, 28% in 2027, 29% in 2028 and 30% in 2029;

(iv) If the 2023 Defined League Revenue does not increase over the Initial Baseline Revenue, or provide for an increase to the Club Salary Expenditure Cap of more than \$75,000, then the 2024 Salary Expenditure Cap will be subject to the Guarantee provision in Section A below;

(v) The same process continues for each subsequent year of the CBA (except for the amount of increase that must be exceeded, which would be \$125,000 for the 2025 Salary Expenditure Cap, \$100,000 for each of the 2026 and 2027 Salary Expenditure Caps and \$38,889 for the 2028 Salary Expenditure Cap), but once the Defined League Revenue number increases over the Initial Baseline Revenue, then that number becomes the new baseline (such number, as it may change over the term of this Agreement, the “Baseline Revenue”);

(vi) During the term of the CBA, the Baseline Revenue will never drop below the Initial Baseline Revenue;

(vii) The minimum Salary Cap in Section 14.09 will always be \$600,000 less than the annual Salary Expenditure Cap;

(viii) This Revenue Growth Sharing Model is based on the present complement of nine (9) Clubs. Should there be expansion or contraction of the number of Clubs, the Baseline Revenue number will be adjusted up or down through a negotiation by the parties.

A Subject to the following provision, in 2024 the Salary Expenditure Cap in Section 30.01 shall be increased by the greater of \$75,000 or the result of the Revenue Growth Sharing Formula in ii above, in 2025 the Salary Expenditure Cap in Section 30.01 shall be increased by the greater of \$125,000 or the result of the Revenue Growth Sharing Formula in ii above, in 2026 and 2027 the Salary Expenditure Growth Cap in Section 30.01 shall be increased by the greater of \$100,000/year or the result of the Revenue Growth Sharing Formula in ii above, and in 2028, the Salary Expenditure Cap in Section 30.01 shall be increased by the greater of \$38,889 or the result of the Revenue Growth Sharing Formula in ii above.

(i) If the Revenue Growth Sharing Formula is the higher amount in any subsequent year(s) of the collective agreement, then it will be subject to adjustment as set out herein, but in no case shall the Salary Expenditure Cap increase be less than \$100,000/year (except for in 2024, in which case it shall be no less than \$75,000, in 2025, in which case it shall be no less than \$125,000, and in 2028, in which case it shall be no less than \$38,889). For greater clarity, as an example, the Salary Expenditure Cap in 2026 and 2027 was increased in each of those years by the guaranteed amount of \$100,000/year as it was higher than the Revenue Growth Sharing Formula. In 2028, the Formula generated an increase of \$700,000 to the Salary Expenditure Cap. Therefore, the actual increase to the Salary Expenditure Cap in 2028 would be \$700,000, less the \$200,000 increased in the previous two (2) years, or \$500,000.

B In 2023, each Club will include in the Salary Expenditure Cap an additional \$60,000 in respect of Non-Football Related Services, such as community appearances, outreach, and promotion. Starting in 2024 and continuing for every year of the collective agreement, each Club will include in the Salary Expenditure Cap an additional \$110,000 in respect of those Non-Football Related Services. These special amounts will be the mandatory minimum amount for each Club and will be subject to strict audit rules. The Clubs will have

sole discretion on which players shall received these payments and the amounts to each player, but in no case should these amounts be less than \$60,000 per Club in 2023 or less than \$110,000 per Club, per year thereafter. These amounts will be included in a player's SPC and noted accordingly.

For greater clarity, and by way of example, should Defined League Revenue never exceed the Initial Baseline Revenue, the table outlined above in 30.01 summarizes the Salary Expenditure Cap for each Club.

C            In the event the Revenue Growth Sharing Formula yields an increase to the Salary Expenditure Cap in excess of \$100,000 in a given year of the term of this Agreement (except for 2024, in which case this provision applies to an increase in excess of \$75,000, in 2025 in which case this provision applies to an increase in excess of \$125,000, and in 2028, in which case this provision applies to an increase in excess of \$38,889), the CFLPA may elect to allocate the excess amount to alternative direct player compensation categories set out elsewhere in the collective agreement. For example, in the event the Revenue Growth Sharing Formula yields a \$125,000 increase in the Salary Expenditure Cap in 2026, the CFLPA may elect to allocate the excess \$25,000 of the per club increase to player pensions, pre-season compensation, post season compensation, etc. The CFLPA must provide written notice of its election to the CFL no more than 5 business days following its receipt of the calculation of the Defined League Revenue from the CFL, failing which the excess shall be allocated in the next year's Salary Expenditure Cap.

D            The annual calculation of Defined League Revenue may be audited by the CFLPA at its request.

**ARTICLE 31: CFL-CFLPA JOINT HEALTH & SAFETY COMMITTEE****Section 31.01 Compositions**

A joint committee on Players' safety and welfare (hereinafter referred to as the "joint committee") will be established for the purpose of discussing Players' safety and welfare aspects of playing equipment, playing surfaces, stadium facilities, playing rules, Player coach relationships, drug abuse prevention programs and any other relevant subjects. The joint committee shall consist of at least six members, three (3) selected by the C.F.L. and three (3) selected by the C.F.L.P.A. Additional members may be added based on mutual agreement by CFL & CFLPA. Should the Committee be unable to agree on a joint committee recommendation then either the C.F.L. or the C.F.L.P.A. members of the Committee may refer the matter to the C.F.L. Commissioner for their determination.

**Section 31.02 Meetings**

The joint committee shall hold a minimum of three (3) meetings each year. Special meetings may be held at any time or place mutually agreed upon by the joint committee.

**Section 31.03 Powers**

The joint committee shall not have the power to commit or bind either the C.F.L.P.A. or the C.F.L. on any issue.

**Section 31.04 Scope**

The joint committee may discuss and examine any subject related to Player safety and welfare it desires and any member of the committee may present for discussion any such subject. Any committee recommendation will be made to the C.F.L.P.A., the C.F.L.P.R.C. and the C.F.L. and any appropriate committee of the C.F.L., and such recommendation shall be given serious and thorough examination.

**Section 31.05 Appointments**

The respective members of the joint committee shall be selected and appointed within 30 days following the execution of this Agreement and may be changed from time to time by either party by written notification to the other party.

**Section 31.06 Playing Rules**

If during the term of this Agreement, any playing rule in the C.F.L. is proposed to be changed, the Commissioner shall refer the proposed playing rule change to this joint committee for consideration and a recommendation. After deliberation, this joint committee may make any recommendation it deems appropriate to the C.F.L. No playing rule shall be changed until it has been referred to this joint committee for consideration and recommendation, and the C.F.L. will consider any such recommendation made to it by the joint committee prior to any change being made to the rules provided the recommendation is received by the C.F.L. in advance of the annual meeting of the C.F.L. Rules Committee.

**Section 31.07 Safety Conditions**

In the event that an issue arises due to environmental conditions, field conditions or other safety issues and the question arises whether a game should be played, continued or postponed, the Executive Director of the C.F.L.P.A and the Commissioner of the C.F.L. shall confer and decide on the appropriate course of action having regard to all of the circumstances, including the safety of the Players and the safety of other on-field personnel. Either the Executive Director of the C.F.L.P.A. or the Commissioner of the C.F.L. shall raise the particular circumstance with the other person as soon as he or she is aware of a potential issue. Should there be no agreement between the Executive Director and the Commissioner, the Commissioner shall have the ultimate authority to determine whether a game should be played, continued or postponed.

**ARTICLE 32:      SUBSTANCE ABUSE POLICY****Section 32.01      Committee**

The C.F.L.P.A. and the C.F.L.P.R.C. shall continue with a Committee which shall have the mandate of studying and gathering information with respect to drug abuse related to both illegal and performance enhancing drugs and studying and implementing ways to educate players, persons in the C.F.L. and the general public with respect to drug abuse.

**Section 32.02      Drug Testing**

The C.F.L. and the Member Clubs in the C.F.L. covenant and agree that there shall be no drug testing conducted in relation to any Player in the C.F.L. except as provided for in the C.F.L./C.F.L.P.A. Policy to prevent the use of performance enhancing drugs (herein referred to as the C.F.L./C.F.L.P.A. Drug Policy) which is attached hereto and marked as Appendix "B".

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

### **ARTICLE 33:      MARKETING**

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

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

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

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

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

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

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

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

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

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

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

- (a) a free New Era/C.F.L.P.A. t-shirt to all C.F.L. football players on a C.F.L. team roster which will have the C.F.L.P.A. logo and the New Era logo (50 t-shirts per team), the t-shirts to be included in the “Welcome Packages” provided by New Era to all C.F.L. football players and teams at the start of each C.F.L. regular season;
- (b) within thirty (30) days of the start of each C.F.L. regular season, New Era shall provide, at no cost to the C.F.L.P.A., VIP product packages with the C.F.L.P.A. logo and the New Era logo to all Player Representatives and Alternate Player Representatives and C.F.L.P.A. Executive, each VIP product package (“VIP Package”) to include a sweatshirt, warm-up suit (top and bottom), cross-training shoes, t-shirt and shorts (34 VIP Packages per year);
- (c) until December 31, 2023 (the “New Era Contract Termination Date”), New Era shall provide four (4) styles of New Era products that shall bear the C.F.L.P.A. logo and the New Era logo that shall be offered for retail sale and for which the C.F.L.P.A. shall be paid a royalty of five (5%) percent plus GST of any net sales generated by the New Era. In addition, active and alumni members of the C.F.L.P.A. shall have the right to purchase these products at 20% off wholesale (less royalty), and New Era shall not be responsible for any royalties due from these sales. These products will be available for delivery within thirty (30) days of the start of each C.F.L. regular season and none of these products will bear the Canadian Football League or Member Club logos unless otherwise authorized;

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

### **PERIODIC STATEMENTS**

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

## **BOOKS AND RECORDS**

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

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

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

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

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

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

#### **INDEMNIFICATION**

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

**ARTICLE 34:      MISCELLANEOUS****Section 34.01    C.F.L.P.A. Meetings on Club Property**

The C.F.L.P.A. shall have the right to conduct five (5) meetings on Member Club property, including the Member Club locker room, in each year during the season on reasonable notice to the Member Club. The Member Club shall provide the C.F.L.P.A. with a private room and shall not interrupt the meeting in any way.

**Section 34.02    Tickets to Home Games**

All Member Clubs shall provide each Player, at no cost, with at least two tickets to each home game and each Member Club shall make its best effort to ensure that the tickets are within the 30 yard lines. All Member Clubs shall provide each Player with the opportunity to purchase tickets to each home game and 4 tickets to each away game on the basis that the price shall be no more than 50% of the sales price, and each Member Club shall make its best effort to ensure that the tickets are within the 30 yard lines.

**Section 34.03    Medical Records of a Player**

The C.F.L.P.A. shall, upon production of a written consent signed by the Player, be provided with all medical records in relation to the Player in possession of the Member Club in the event such medical records are required in relation to a dispute between the Player and the Member Club related to his medical condition.

The Player shall, upon request, be provided with all medical records in relation to himself in the possession of the Member Club.

When a Player's C.F.L. Standard Player Contract is assigned from one Member Club to another, the Assignor Member Club shall forward all medical records in its possession related to the said Player to the Assignee Member Club.

**Section 34.04    C.F.L.P.A. Access to Member Club Practices**

The C.F.L.P.A. shall be allowed access and the right to attend at all practices held by Member Clubs in the C.F.L.

**Section 34.05 Posting of Practice Schedules**

All Member Clubs shall be required to post the practice schedule in the locker room the day following each regular season game for the period of time of four weeks on the basis that at no time shall there be less than a three week schedule posted.

**Section 34.06 Player to be Advised of Status**

All Member Clubs shall be required to advise all Players of their status, in terms of whether they shall be dressing for a home regular season game, no later than 5:00 p.m. Eastern Time the day prior to the said home regular season game or no later than 5:00 p.m. Eastern Time the day prior to the day that they shall be travelling to a site of an away regular season game.

**Section 34.07 Tickets for C.F.L.P.A.**

The C.F.L.P.A. shall be provided the opportunity to purchase 50 tickets to each Grey Cup Game on the basis that 4 shall be within the V.I.P. section and the remainder shall be between the goal lines and be provided on the same basis that Member Clubs are provided tickets.

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

Each Player who is on the Roster or Injured Players List of a Member Club participating in the Grey Cup Game, shall be provided with two Grey Cup Game tickets together at no cost, on the basis that they will be the best tickets available at the time that it is determined that the Member Club is participating in the Grey Cup Game.

**Section 34.09 Access to Television and Radio Contracts**

The Auditor of the C.F.L.P.A. shall be allowed access to all television and radio Contracts made between the C.F.L. and any other entity, and between the Member Clubs and any other entity, for the purposes of reporting to the C.F.L.P.A. the term of such Contract or Contracts and the compensation payable pursuant to the terms of such Contract or Contracts.

For greater clarity, this will include any internet or other form of live or taped screening of games, including without limitation, network, local, regional, cable, pay-per-view or satellite.

#### **Section 34.10 Release Signed by a Player**

Any release signed by a Player in which the Player releases any rights that he may have as against the Club shall not be effective unless it has attached thereto a certificate signed by a barrister and solicitor indicating that the Player has read the content of the release in front of the said barrister and solicitor and understands the terms and conditions thereof, or the Player has discussed the terms and content of the said release with Legal Counsel or General Counsel for the C.F.L.P.A.

#### **Section 34.11 Public Criticism**

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

#### **Section 34.12 Knee Braces**

Member Clubs shall be prohibited from forcing a Player with no history of knee injury to wear a knee brace should the Player choose not to. In the event that a Player has sustained an injury to his knee, the Member Club may require such a Player to wear a knee brace.

#### **Section 34.13 Media in Locker Room**

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

#### **Section 34.14 Equipment**

##### **(p) General**

Each Member Club shall provide each Player with all equipment necessary to participate as a professional football Player at his position during practices and

games. The C.F.L. and the Member Clubs shall make their best efforts to secure an agreement with a corporation which will result in all Players being provided with football shoes, both artificial turf and grass. If a Member Club sells football shoes to Players, the Member Club shall sell the said football shoes at a price no greater than the cost to the Member Club.

If there is a complaint by a Player or the C.F.L.P.A. with respect to sufficiency or quality of equipment, the Commissioner or his delegate may conduct an audit of the equipment. If the Commissioner or his delegate finds that there is a deficiency with respect to the sufficiency or quality of the equipment, the Commissioner shall order the Member Club to rectify the deficiency and the Member Club shall comply with any such order.

(q) **Shoes**

New Corporation or No Agreement

In the event that the C.F.L. or a Member Club in the C.F.L. enters into a new agreement or is unable to secure an agreement with a corporation which results in all Players being provided with football shoes, the Member Clubs shall provide all Players on the Roster at the commencement of the first regular season game and all Players added to the Roster during the season with two (2) pairs of football shoes. If a Player requires additional football shoes because of worn equipment, then additional pairs shall be provided only on the approval of the Club Equipment Manager. If the Player is on the Roster for the last game (regular season, playoff or Grey Cup game) of the season played by the Member Club, the two (2) or additional pairs of football shoes shall become the property of the Player. If the Player is released prior to the last game (regular season, playoff or Grey Cup game) of the season played by the Member Club, the two (2) or additional pairs of football shoes shall be returned by the Player to the Member Club. Should the Clubs provide the Players with shoes as described as above, then the logos on those shoes will be obscured during games.

Any Player that has a shoe deal (and can provide proof of same to the Club) will not receive shoes from the Club(s) and the logo is not required to be obscured during games.

Any Player that does not have a shoe deal but elects to wear shoes other than the shoes provide by the Club, will still be entitled to his two (2) pairs of shoes above but the logo will be required to be obscured during games.

For greater clarity, 34.14 (b) above will only apply when the CFL or a Member Club does not have a shoe deal.

(r) **Helmets**

Each Member Club shall provide each Player who participates in a practice or a game with a helmet. A Player may choose a helmet other than the helmet provided by the Member Club; however, the Player will be required to pay for the helmet; provided however, if the Player has sustained a head injury including a concussion or if the Member Club Trainer or Equipment Manager recommends a different helmet because of the Player's head size or shape, the Player may select any helmet and the Member Club shall pay for the same. All players, commencing in 2021, must wear helmets in the "Top Performing Group" or "Green Zone" to be provided by the Club, as per the previous year's N.F.L./N.F.L.P.A. helmet study, but if an existing player has a "Yellow Zone" helmet it will be deemed acceptable provided it stays within the 5 Star Virginia Tech category. Any and all helmet supply issues shall be referred to the JHSC for resolution. The parties agree that any player can request a "Green Zone" helmet and it will be provided if it is in club inventory.

**Section 34.15 Work Permits for Players**

The C.F.L.P.A. and the Member Clubs shall work together in an effort to establish open work permits for Players who are American and Global Players in order to allow them to carry on an occupation outside of football when they are signed to a C.F.L. Standard

Player Contract or Practice Agreement. The Clubs shall apply for these work permits for players who have made the Club roster within 30 days of the player making the roster.

#### **Section 34.16 Chiropractors**

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

#### **Section 34.17 Member Club Payments of Player Payroll Deductions**

The C.F.L. shall not pay any monies to any Member Club in the C.F.L. so long as the said Member Club is in arrears with respect to payment of any monies deducted from monies payable to Players for Player's Pension Plan contributions and/or for C.F.L.P.A. dues.

#### **Section 34.18 Member Club Trainers**

Member Clubs shall employ or retain a minimum of one trainer who is certified by the Canadian Athletic Therapists Association (CATA) or equivalent qualifications. All head therapists in the C.F.L. must be certified athletic therapists in good standing with CATA. The head therapists from each Member Club will be required to submit their CATA certification indicating that they are in good standing with CATA to the C.F.L. Office on an annual basis.

#### **Section 34.19 Compact Discs to C.F.L.P.A.**

The C.F.L.P.R.C. shall provide the C.F.L.P.A. with copies of compact discs with images of all Players at the same time that these compact discs are produced and made for media.

#### **Section 34.20 C.F.L.P.A. Banners**

The C.F.L.P.R.C. and the Member Clubs agree to hang C.F.L.P.A. banners at C.F.L. and Member Club functions where appropriate, such banners to be of similar size and quality as the C.F.L. and Member Club banners.

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

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

### **Section 34.22 Mic-ing of Players**

#### **Live Mic Cooperation**

- a. Live Mic Game: Each Head Coach, both starting QB's, both back-up QB's & a defensive leader on each team must wear a mic for designated Live Mic games.
- b. Feature Mic (non-live): Each team must allow up to 3 players per game to be mic'd for TSN/RDS Features unit when requested.

### **Section 34.23 Thigh Pads and Knee Pads**

All Players except for punters and kickers shall be required to wear thigh pads and knee pads during games.

### **Section 34.24 Supplements**

Each team in the C.F.L. will provide appropriate NSF, Informed Choice or GMP certified supplements to their Players without charge. The list of supplements will be developed by mutual agreement, based on professional advice. Pending approval from the C.F.L.P.A., the C.F.L. will also be able to provide supplements with the Informed Sport label. It is agreed that no supplements can be guaranteed to be free of prohibited substances and athletes continue to be solely responsible for any supplement that they choose to use and any repercussions that come from an adverse analytical finding.

### **Section 34.25 Membership Forms**

C.F.L.P.A. Membership Forms will be included in the C.F.L. documents provided to Players at the start of training campor upon their arrival to a Club.

**Section 34.26 Mental Health and Substance Abuse**

The parties agree to the following recommendations from the Chief Medical Officers:

- Development of Mental Health Action Plan for each Club;
- Conduct mental health screening baseline tests and post injury;
- Protecting the Confidentiality of Mental Health Medical Records

The parties will work together with the CMOs in the Joint Health and Safety Committee to implement the above recommendations in a Letter of Understanding.

**Section 34.27 Substance Abuse and Addictions**

The parties agree to work with the CMOs and the Joint Health and Safety Committee to discuss the issues of identification of players and the management of treatment in substance abuse and addictions.

The parties agree that support and resources should be provided to players on the basis of 75-25 cost sharing between the CFL and the CFLPA. Any treatment plan shall be approved in advance by the CFL and the CFLPA, acting reasonably.

**Section 34.28 Match Manipulation Policy**

The parties agree that the CFL can introduce a Match Manipulation Policy with the understanding that the union reserves its right to grieve the “reasonableness” of the Policy.

**Section 34.29 CFL Ventures Board**

The Executive Director of the CFLPA shall be granted an ex-officio, non-voting seat on the Board of the CFL Ventures.

**Section 34.30 CFL Rating Report**

The CFL agrees to provide the union with the CFL television ratings reports on a weekly basis upon receipt and in the event it is permitted to do so under its data licensing agreement.

**ARTICLE 35      MEETINGS****Section 35.01    President / Executive Director of C.F.L.P.A and Commissioner**

During the term of this Agreement, the President/Executive Director of the C.F.L.P.A. and the Commissioner shall meet once a month either by telephone conference or in person to discuss matters of mutual concern.

**Section 35.02    Meetings with General Managers**

During the term of this Agreement, the General Managers of the Member Clubs shall meet once annually prior to the commencement of the regular season with the President/Executive Director and Legal Counsel of the C.F.L.P.A. The purpose of the meeting shall be to review the terms of this Agreement to ensure that the parties understand their respective obligations and to discuss any other matters of mutual concern.

**Section 35.03    Meetings with C.F.L.P.A. and C.F.L.P.R.C.**

During the term of this Agreement, the C.F.L.P.A. and the C.F.L.P.R.C. shall meet twice annually, either by telephone conference or in person.

**Section 35.04    Board of Governors Meetings**

During the term of this Agreement, the Commissioner may in his discretion invite the President/Executive Director of the C.F.L.P.A. to attend certain meetings of the Board of Governors of the C.F.L.

**Section 35.05    C.F.L.P.R.C. Members**

During the term of this Agreement, at least one Member of the C.F.L.P.R.C. shall be a Member of the Board of Governors of the C.F.L.

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

Paragraphs 3, 12, 13, 15 and 22 of the C.F.L. Standard Player Contract shall be read subject to this Article.

A Player who has signed a C.F.L. Standard Player Contract with a Member Club may sign an N.F.L. Standard Player Contract with a National Football League Member Club (hereinafter referred to as an “N.F.L. Club”) from the date following the day that the C.F.L. season has ended for the Player until his Contract has expired or the second Tuesday in February in the following season, whichever is earlier; provided that the said Player is about to enter his option year in the year following the season just ended, or has played out his option and his Contract will be expiring on the second Tuesday in February in the year following the season just ended.

If a Player signs an N.F.L. Standard Player Contract with an N.F.L. Club, the said Player shall remain under Contract with the N.F.L. Club until the Contract has been terminated by the N.F.L. Club or any other N.F.L. Club to whom the said Contract is assigned. When a Player is under Contract with an N.F.L. Club, he shall not be entitled to the benefits under his C.F.L. Standard Player Contract and the Collective Agreement.

In the event that the N.F.L. Club terminates the Player’s N.F.L. Standard Player Contract, and the Player’s C.F.L. Standard Player Contract has not expired, the Player’s C.F.L. Standard Player Contract and any renewal thereof between the Player and the Member Club shall become effective and shall remain in effect until its expiration date, and all benefits in accordance with the said C.F.L. Standard Player Contract and Collective Agreement shall continue to remain in effect.

Effective 2020 and going forward, all players under contract will be eligible for the NFL Option Window, described herein, at the end of each season, regardless of the length of their contract. This proposed clause is subject to agreement from the NFL.

**ARTICLE 37:        RATIFICATION AND TERM OF AGREEMENT****Section 37.01     Ratification**

This Agreement is subject to the ratification of the Members of the C.F.L.P.A. and the Member Clubs in the C.F.L. and the C.F.L. in accordance with their internal procedures before it becomes effective.

The C.F.L.P.A. carried out the procedure of ratification in accordance with its Constitution on May 26<sup>th</sup>, 2022, and the terms of this Collective Agreement have been ratified.

The C.F.L.P.R.C. and the C.F.L. carried out the procedure of ratification on May 26<sup>th</sup> 2022, in accordance with their Constitution and the terms and conditions of this Collective Agreement have been ratified.

**Section 37.02     Term**

The parties hereto agree that the term of this Agreement shall be from and include the 26th day of May, 2022, and shall expire 30 days prior to the first day of the training camp period in 2029.

If the base fees of the current TSN agreement are adjusted either upwards or downwards at any time prior to the normal expiry date of December 31, 2026, then either party can advise that the collective agreement will terminate effective 30 days before the start of the training camp period in 2027, and the parties agree to take all necessary legal steps, including a joint application to their respective provincial Labour Boards for early termination of the Collective Agreement.

**ARTICLE 38:**      **ADDRESSES FOR SERVICE**

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

c/o Brian Ramsay  
C.F.L.P.A.  
6205 B Airport Rd, Suite 208  
Mississauga, Ontario L4V 1E3  
email: [b.ramsay@cflpa.com](mailto:b.ramsay@cflpa.com)

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

c/o Greg Dick  
Canadian Football League  
50 Wellington Street, E., 3<sup>rd</sup> Floor  
Toronto, Ontario M5E 1C8  
e-mail: [gdick@cfl.ca](mailto:gdick@cfl.ca)

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

c/o The Commissioner  
Canadian Football League  
50 Wellington Street, E., 3<sup>rd</sup> Floor  
Toronto, Ontario M5E 1C8  
e-mail: [rambrosie@cfl.ca](mailto:rambrosie@cfl.ca)

The address for service of the Member Clubs shall be:

The Montreal Alouettes Football Club  
4545 Pierre-de-Coubertin  
Montreal, Quebec H1V 0B2  
e-mail: [dmaciocia@montrealalouettes.com](mailto:dmaciocia@montrealalouettes.com)

Hamilton Tiger Cat Football Club (2003) Corp.  
64 Melrose Ave.  
Hamilton, Ontario L8L 8C1  
e-mail: [osteinauer@tcats.ca](mailto:osteinauer@tcats.ca)

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

Edmonton Elks Football Club  
11000 Stadium Road  
Edmonton, Alberta T5H 4E2  
e-mail: [chris.jones@goelks.com](mailto:chris.jones@goelks.com)

Saskatchewan Roughrider Football Club Inc.  
1734 Elphinstone St.  
Regina, Saskatchewan S4T 1K1  
e-mail: [jeremyo@saskriders.com](mailto:jeremyo@saskriders.com)

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

Toronto Argonauts Football Club Inc.  
45 Manitoba Dr.  
Toronto, Ontario M6K 3C3  
e-mail: [mclemons@argonauts.ca](mailto:mclemons@argonauts.ca)

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

Ottawa RedBlacks Football Club  
1015 Bank St.  
Ottawa, Ontario K1S 3W7  
e-mail: [sburke@ottawaredblacks.com](mailto:sburke@ottawaredblacks.com)

**ARTICLE 39:      INTERPRETATION**

In the event that any term or condition contained in this Agreement conflicts with any term or condition contained in the Rules and Regulations attached hereto and marked as Appendix “E”, the term or condition contained in this Agreement shall govern.

This Agreement constitutes the entire Agreement between the C.F.L.P.A., the C.F.L.P.R.C. and the C.F.L., and may be amended only by an Agreement in writing signed by all parties. Save and except the foregoing, neither the C.F.L.P.A., the C.F.L.P.R.C. nor the C.F.L. shall be bound by any representation, warranty, promise, Agreement or inducement not embodied in this Agreement.

Whenever the singular or masculine is used in this presence the same shall be construed as the plural or as the feminine or neuter respectively where the fact or context so requires.

All references to document shall include electronic documents or e-mails.

All references to service or delivery of any document, such service or delivery shall be done by electronic means.

All references to Player particulars, addresses or contact information, shall be changed to include Player cell phone and e-mail.

Any pronoun contained in this Collective Bargaining Agreement shall be gender neutral, regardless of the pronoun used.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

**CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION**

Per: 

Per: 

Per: 

**CANADIAN FOOTBALL LEAGUE PLAYER RELATIONS COMMITTEE**

Per: 

**CANADIAN FOOTBALL LEAGUE**

Per: 