

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN:**

**CANADIAN FOOTBALL LEAGUE  
PLAYERS' ASSOCIATION**

**- and -**

**CANADIAN FOOTBALL LEAGUE  
PLAYER RELATIONS COMMITTEE**

**- and -**

**CANADIAN FOOTBALL LEAGUE**

**JUNE 6<sup>TH</sup>, 2010**

**14214 (01)**

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**THIS AGREEMENT** made this 6th day of June, 2010.

**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 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 and federal 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

4.

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”.

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.

**Section 3.02            Revision of the C.F.L. Standard Player Contracts**

(a) Revisions to all C.F.L. Standard Player Contracts:

All C.F.L. Standard Player Contracts and all options and renewals thereof in existence between the Member Clubs and Players in the C.F.L. on the date of this Collective Agreement, and all C.F.L. Standard Player Contracts and options and renewals thereof executed after the date of this Collective Agreement, shall be amended and shall be deemed to be amended as follows:

- (i) Paragraph 11 shall be deleted from the C.F.L. Standard Player Contract and the following shall be substituted therefore:

“11. Upon termination of this contract during the football season, the Player shall only be entitled to receive and the Club shall only be required to pay to the Player as compensation for services theretofore rendered hereunder, such portion of the total compensation for the regular season as provided in Paragraph 3 hereof, as the number of the regular season games already played bears to the total number of games scheduled for the Club for that season, and any other compensation payable in accordance with this contract and the Collective Agreement, and upon such termination the Club shall pay to the Player the balance of such compensation as then remains owing to the Player. Termination of this contract shall not be effective unless it is terminated in accordance with the terms and conditions contained in the Collective Agreement.”

- (ii) Paragraph 20 shall be deleted from the C.F.L. Standard Player Contract and the following shall be substituted therefore:

“20.” If the Player is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any Pre-Season game, regular season game, play-off game and Grey-Cup Game, the Club shall pay the Player’s hospitalization and medical expenses necessarily incurred or arising from the injury provided that the hospital and doctors are selected by the Club, or if selected by the Player, are approved in writing by the Club which approval shall not be unreasonably withheld; the Club’s obligation to pay such expenses shall continue until such time as the Club’s doctor, or the doctor selected by the Player and approved by

the Club, certifies in writing that the Player has sufficiently recovered from the injury to play football, or until one year from the date that the injury occurred, whichever event shall first occur; thereafter the Player relieves the Club from any and every additional obligation, liability, claim or demand whatsoever in connection with the injury, provided in no event is the Club, its servants or agents relieved from any negligence on the part of its servants or agents in the treatment of said injury, nor does the Player release the Club of any of its obligations arising under Paragraph 21 hereof.

**Section 3.03                    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 3.04                    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 3.05                    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 3.06            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 3.07            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 3.08            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.

**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.

**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 three (3) 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 complainant and respondent shall, subject to any legal objection, submit to be examined by the Arbitrator on oath or affirmation in relation to the matters in dispute, and subject as aforesaid, produce before the Arbitrator all books, contracts and documents within their possession or power respectively, which may be required or called for, and do all other things which during the proceedings the Arbitrator may require.

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 *Arbitration Act* of the Province or State where the dispute arose shall apply to the proceedings except where the Act conflicts 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 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 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 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 \$0.40 per mile travelled.

**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 mailed by registered mail, and in the event that the said notice is mailed by registered mail, shall be deemed to have been served the date of registration of the registered letter at the post office where registered.

**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. Martin Teplitsky.

- (b) A grievance under this procedure shall be initiated by letter from C.F.L.P.A. Legal Counsel by way of telephone facsimile 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 of telephone facsimile to C.F.L.P.A. Legal Counsel with a copy to the Commissioner and the expedited Arbitrator.
- (f) The expedited Arbitrator may hold a conference call with counsel or 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 telephone facsimile. 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.

**Section 4.14                    Grievances Initiated Prior to the Execution of This Agreement**

Any grievance initiated prior to the 6<sup>th</sup> day of June, 2010 shall be determined in accordance with the Collective Agreement in effect at the time that the dispute arose.

**ARTICLE 5:            NUMBER OF GAMES**

It is agreed that during each of the years 2010, 2011, 2012 and 2013 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 of the years 2010, 2011, 2012 and 2013 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.

**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. The training camp period shall not commence prior to May 15<sup>th</sup> in any year during the term of this Agreement.

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.

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 1/2 hours and meetings shall be no longer than 3 hours per day in total.

## **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 1/2) hours in duration on any one day.

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 when it occurs that there are five or less days between the day of the last played game and the day of the next game, all practices during such week shall not be full gear and shall be required to be sweats, shoulders pads and helmets only.

### **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**

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;
- (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 of C.F.L.P.A.**

6.06.1 The Commissioner of the C.F.L. and the President 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 in 2010, 2011, 2012 and 2013 and up to May 15, 2014. 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. shall provide the C.F.L.P.A. with a copy of the proposed C.F.L. Schedule prior to its approval.

**ARTICLE 9: MINIMUM COMPENSATION**

It is mutually agreed that during each of the years 2010, 2011, 2012 and 2013 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) During 2010 the sum of \$42,000.00 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.
- (b) During 2011 the sum of \$43,000.00 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.
- (c) During 2012 the sum of \$44,000.00 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.
- (d) During 2013 the sum of \$45,000.00 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.

**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 Players 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 Players 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 Players 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 the years 2010, 2011, 2012, and 2013 the Member Clubs in the C.F.L. shall pay the sums described herein to the veteran Players 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 8 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.

**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

YEAR:	2010	2011	2012	2013
First Place Standing	\$3,300.00	\$3,300.00	\$3,400.00	\$3,400.00
Semi-Final Participation	\$3,300.00	\$3,300.00	\$3,400.00	\$3,400.00
Division Championship Participation	\$3,500.00	\$3,500.00	\$3,600.00	\$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:

**2010:**

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

**2011:**

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

**2012:**

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

**2013:**

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 within 48 hours following

the last Playoff Game or Grey Cup Game in which the Player is required to participate; provided however, that in the event that a Player is in need of funds the Player may request and the Member Club shall pay to the Player an advance of minimum compensation payable up to the sum of \$1,000.00.

**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 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 of the years 2010, 2011, 2012 and 2013 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**

2010 -	\$3,300.00
2011 -	\$3,400.00
2012 -	\$3,500.00
2013 -	\$3,600.00

During each of the years 2010, 2011, 2012 and 2013 each Player shall contribute annually the amount of monies described below to the C.F.L. Players' Pension Plan:

**Player's Contribution**

2010 -	\$3,300.00
2011 -	\$3,400.00
2012 -	\$3,500.00
2013 -	\$3,600.00

The Player's contribution shall be deducted from the Player's salary (1/9<sup>th</sup> 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 75 players during the Off Season Period.

- (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 75 players under registered Standard Player Contracts may attend in any year, excluding:
- (i) Players selected in the current year Canadian 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 Non-import 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 non-import 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 7 of the C.F.L. By-Laws shall be deleted and the following shall be substituted therefore:

“7. The following Players shall be classified as non-import Players:

- (a) A Player other than one referred to in paragraph 6.
- (b) A Player classified as a non-import Player prior to November 28<sup>th</sup>, 2005.
- (c) A Player who is physically resident in Canada for an aggregate period of seven years prior to attaining the age of 15 years, or a Player who is a Canadian citizen and was physically resident in Canada for an aggregate period of five (5) years prior to attaining the age of 18 years.”

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 import 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 non-import. If a Player is classified as a 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 import.”

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. Nine 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 9 games or more, may be placed on the Nine Game Injury List. When the Player is placed on the Nine Game Injury List, the Player can not return to play prior to the expiration of the 9 games. When placed on the Nine Game Injury List the Player’s salary and benefits shall be excluded from the Minimum Member Club Players’ Salary. A Player shall not be placed on the Nine Game Injury List unless the Player or the Player Representative is served with written notice prior to being placed on the Nine Game Injury List in the form which is attached hereto and marked as Appendix “F”.

A Member Club shall be permitted to remove two Players from it’s nine game injured list during a season provided that:

- (a) One removed Player must have been placed on the nine game injured list during the first nine games of the regular season;
- (b) One removed Player must have been placed on the nine game injured list during the second nine games of the regular season;
- (c) Each Player is in the opinion of the Club’s doctor physically fit to resume play.

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 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	-	Waivers
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 faxing a copy of Appendix "G" to the C.F.L.P.A. Offices and the fax

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 faxing 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:

2010 - \$3,900,000.00  
2011 - \$3,900,000.00

2012 - \$4,000,000.00  
2013 - \$4,000,000.00

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 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 Nine Game Injury List, other than players duly removed from the nine 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 7 Players per Member Club 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.

## **COMMITTEE**

The C.F.L.P.A. and the C.F.L.P.R.C. agree to continue with a Committee which will have two representatives appointed by the C.F.L. and two representatives appointed by the C.F.L.P.A. The Committee will be responsible to review on a continuing basis the revenue sharing with the objective of assuring that the same continues to be equitable, and that the Member Clubs in the C.F.L. continue to have the ability to compete competitively.

### **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. prior to the end of the 2011 season in relation to the expansion plans for Ottawa including the draft issues with the understanding that both the C.F.L. and the C.F.L.P.A. want to assure that the new Ottawa 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 and the waiver period described in the said Notice has expired.

**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, 2010, 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 2010 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 seven (7) Players in accordance with the following terms and conditions:

- (a) At least one (1) place on the Practice Roster shall be filled by a non-import 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 a non-import Players.;
- (c) 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 twelve (12) Players.

**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 "T" attached hereto and shall be considered to be on the Member Club's Practice Roster.

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 "T" 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.

**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 race, religion, or activity on behalf of the C.F.L.P.A.

**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 ten (10) voting members, one of whom shall be appointed by 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.

**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, shall be a sum equal to one half (1/2) of the amount a Player would earn 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.

**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 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**

During each season, 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-one (41) Players and a maximum of forty-two (42) Players.

During each season, there shall not be more than nineteen (19) import Players, which shall include three (3) designated import Players and which shall exclude quarterbacks on the Active Roster of each Member Club for regular season, playoff and Grey Cup games.

During each season, each Member Club shall have four (4) Players on its Reserve Roster in addition to its Active Roster, who shall be signed to C.F.L. Standard Player Contracts and who may attend at all practices and meetings, but shall not be allowed to participate in regular season, playoff or Grey Cup games. Players on the Reserve Roster, shall receive all the benefits that they would receive as if they were on the Active Roster, except that they shall not be allowed to participate in regular season, playoff or Grey Cup games.

During each season, Section 8, sub-sections 1, 2 and 5 of the C.F.L. By-Laws (Appendix "E" to the Collective Agreement) shall be amended and shall be deemed to be amended as follows:

- “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 42 Players, including 3 Players who shall be identified as quarterbacks and 39 other Players, of whom not more than 19 may be imports, or
  - (b) a minimum of 41 Players, including two Players who shall be identified as quarterbacks and 39 other Players, of whom not more than 19 may be imports.
2. Prior to the commencement of the regular season schedule, each Member Club shall in accordance with the time table prescribed by the Management Council, establish its reserve Roster of 4 Players.
5. A Member Club shall be permitted to dress for a regular season or playoff game or League Championship Game 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 exclusively and shall not be permitted to enter the game at another position, under any circumstances. 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. When the Member Club dresses its full quota of import Players three shall be designated imports and designated as special team Players who may enter the game at another position only upon the understanding that another import Player is required to leave the game for that play.

When the Member Club dresses 18 import Players, two shall be designated imports and designated as special team Players who may enter the game at another position only upon the understanding that another import Player is required to leave the game for that play.

When the Member Club dresses 17 import Players, one shall be a designated import and designated as a special team Player who may enter the game at another position only upon the understanding that another import Player is required to leave the game for that play.”

The designated imports shall only be allowed to participate on the special teams; provided however, a designated import may be directly substituted to replace another import Player provided the said import Player being replaced is on the same side (offensive or defensive) that the designated import will be playing on. The designated import may replace any other import 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.

**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 as follows:

2010	-	\$115.00
2011	-	\$115.00
2012	-	\$115.00
2013	-	\$115.00

**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:

- (a) Active Roster of Member Clubs and addresses for all Players;
- (b) Injured Players List for Member Clubs;
- (c) Retired Players List for Member Clubs;
- (d) Suspension List for Member Clubs;

- (e) Names and full particulars with respect to all Players placed on waivers without recall;
- (f) Names and full particulars with respect to all Players placed on waivers with recall who are subsequently deleted from the Roster;
- (g) Nine Game Injury List for Member Clubs; and
- (h) 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.

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:

- (a) 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,
- (b) 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).
- (c) 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:

- (a) Economy return air fare for the Player's wife to travel to the site of the acquiring Member Club; and
- (b) 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 not 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.

2. The Commissioner and the President 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 the same 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 paragraph, 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 re-negotiate 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 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.

**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 placed on waivers without recall.
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 place the Player on waivers without recall.
5. During the period of time that a Player is on the C.F.L. Disabled List, he shall be paid a minimum amount equivalent to TWO THOUSAND (\$2,000.00) DOLLARS for each regular season game, playoff game, bye 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, whichever is the lesser.
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.

**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:

2010 - \$4,250,000.00  
2011 - \$4,300,000.00  
2012 - \$4,350,000.00  
2013 - \$4,400,000.00

**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 June 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 June 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 June 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 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.

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.

**ARTICLE 31: JOINT COMMITTEE ON PLAYERS' SAFETY AND WELFARE****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 four members, two selected by the C.F.L.P.R.C. and two selected by the C.F.L.P.A.

**Section 31.02 Meetings**

The joint committee shall hold a minimum of two meetings each year which shall be held at the Grey Cup Meeting and at the C.F.L. Annual Meeting. 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., the C.F.L.P.R.C. 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.

**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".

Testing under the C.F.L./C.F.L.P.A. Drug Policy shall not be implemented until on or after January 1, 2011.

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 as follows:

2010 - \$450,000.00 payable in two equal installments of \$225,000.00 on June 15<sup>th</sup> and October 15<sup>th</sup>, 2010.

2011 - \$450,000.00 payable in two equal installments of \$225,000.00 on June 15<sup>th</sup> and October 15<sup>th</sup>, 2011.

2012 - \$450,000.00 payable in two equal installments of \$225,000.00 on June 15<sup>th</sup> and October 15<sup>th</sup>, 2012.

2013 - \$450,000.00 payable in two equal installments of \$225,000.00 on June 15<sup>th</sup> and October 15<sup>th</sup>, 2013.

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 Reebok Canada Inc. ("Reebok") 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 Reebok 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 Reebok/C.F.L.P.A. Pro Players 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. Pro Players logo and the Reebok logo (50 t-shirts per team), the t-shirts to be included in the "Welcome Packages" provided by Reebok 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, Reebok shall provide, at no cost to the C.F.L.P.A., VIP product packages with the C.F.L.P.A. Pro Players logo and the Reebok 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, 2013 (the "Reebok Contract Termination Date"), Reebok shall provide four (4) styles of Reebok products that shall bear the C.F.L.P.A. Pro Players logo and the Reebok 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 Reebok, Reebok International Ltd. or Onfield Apparel Group, LLC. 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 Reebok 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, Reebok 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, Reebok 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) Reebok 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 Reebok 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 Reebok keep, maintain and preserve (in Reebok'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 Reebok, 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 footwear worn by players during practise and pre-season games is Reebok branded and that apparel worn by players is Reebok branded;
- (c) The C.F.L.P.A. shall make a best effort to ensure that players wear Reebok 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) The C.F.L.P.A. shall make a best effort to ensure that competing logos shall be covered on footwear. 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 practise;
- (g) The C.F.L.P.A. shall make a best effort to ensure that all players wear Reebok brand footwear and 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 Reebok, for marketing purposes with Reebok 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 Reebok providing VIP product packages to players who participate;

- (j) Reebok 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 Reebok brand apparel, footwear and accessories at all public relations appearances, provided that Reebok 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 Reebok 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 Reebok enforcement
- (n) The C.F.L.P.A. shall make a best effort (subject to Reebok's consent) to provide for Reebok'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 Reebok'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 three meetings on Member Club property including the Member Club locker room in each year during the season provided that the Player representative or the C.F.L.P.A. has given the Member Club reasonable notice of its desire to hold such a meeting. 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        Player Entering Option Year**

It is understood and agreed that when a Player is entering his option year with a Member Club, the Member Club shall be obligated to forward to the Player in writing on or before the 1<sup>st</sup> day of May, an offer to sign a Contract for specified consideration for the said option year.

**Section 34.04        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 34.05 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 34.06 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 three weeks on the basis that at no time shall there be less than a two week schedule posted.

**Section 34.07 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 2:00 p.m. the day prior to the said home regular season game or no later than 2:00 p.m. the day prior to the day that they shall be travelling to a site of an away regular season game.

**Section 34.08 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 34.09 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 34.10 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.

**Section 34.11 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 34.12 Public Criticism**

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

**Section 34.13 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 34.14 Media in Locker Room**

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

**Section 34.15            Equipment****(a)    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.

**(b)    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 three pairs of football shoes which shall include one pair of wet turf shoes, one pair of dry turf shoes and one pair of grass shoes. 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 three 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 three pairs of football shoes shall be returned by the Player to the Member Club.

The Players who elect to wear shoes other than the shoes provided by the Member Club shall be required to pay for their shoes and in the event that the Member Club or the C.F.L. has an agreement, to obscure the logo on their shoes during games. If there is no agreement between the C.F.L. or the Member Club with a corporation which results in all Players being provided with football shoes, the Players shall not be required to obscure the logo on their shoes during games. Players who elect to wear shoes other than shoes provided by the Member Club who are on the Roster shall be provided with two pairs of football shoes provided by the Member Club which shall include one pair of dry turf shoes and one pair of grass shoes.

(c) **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.

**Section 34.16 Work Permits for Import Players**

The C.F.L.P.A. and the C.F.L.P.R.C. shall work together in an effort to establish work permits for Players who are import 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.

**Section 34.17           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 34.18           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 34.19           Member Club Trainers**

Member Clubs shall employ or retain a minimum of one Trainer who is certified by the Canadian Physiotherapists Association and/or the Canadian Athletic Therapists Association or equivalent qualifications.

**Section 34.20           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 34.21           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 34.22           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.

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

During the term of this Agreement, the President 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 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 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 February 15<sup>th</sup> 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 February 15<sup>th</sup> 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.

**Section 36.02**

Section 36.01 shall not apply to C.F.L. Standard Player Contracts signed and registered with the C.F.L. after 30 days following the date of ratification of this Collective Agreement, and in relation to any C.F.L. Standard Player Contracts after February 16, 2012.

The C.F.L. may make Section 36.01 operative at any time during the term of this Collective Agreement at its sole discretion. The C.F.L. shall provide the C.F.L.P.A. with 30 days notice in the event that they elect to make Section 36.01 operative.

**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.R.C. and the C.F.L. shall carry out the procedure of ratification and shall provide the C.F.L.P.A. with written notice of either ratification or failure to ratify on behalf of all of the Member Clubs in the C.F.L. on or before the 10<sup>th</sup> day of June, 2010.

The C.F.L.P.A. shall carry out the procedure of ratification and shall provide the C.F.L.P.R.C. written notice of either ratification or failure to ratify on or before the 30<sup>th</sup> day of June, 2010.

In the event of failure of ratification by the C.F.L.P.A. Members, the Member Clubs or the C.F.L., then this Agreement shall not become effective and no party will possess or assert any claim against the other party because of the failure of ratification of this Agreement.

**Section 37.02 Term**

The parties hereto agree that the term of this Agreement shall be from and including the 6<sup>th</sup> day of June, 2010, until the later of the 15<sup>th</sup> day of May, 2014 or the day before the first day of training camp period in 2014.

**ARTICLE 38:        ADDRESSES FOR SERVICE**

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

c/o Edward H. Molstad, Q.C.  
1500, Manulife Place  
10180 - 101 Street  
Edmonton, Alberta T5J 4K1  
Fax Number: (780) 423-2870

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

c/o Lyle Bauer  
McMahon Stadium  
1817 Crowchild Trail NW  
Calgary, AB T2M 4R6  
Fax Number: (403) 210-2609

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

c/o The Commissioner  
50 Wellington Street, E., 3<sup>rd</sup> Floor  
Toronto, Ontario M5E 1C8  
Fax Number: (416) 865-2689

The address for service of the Member Clubs shall be:

The Montreal Alouettes Football Club  
4545 Av. Pierre de Coubertin  
P.O. Box 65, Station M  
Montreal, Quebec H1V 3L6  
Fax Number: (514) 253-8821

Hamilton Tiger Cat Football Club (2003) Corp.  
1 Jarvis Street  
Hamilton, Ontario L8R 3J2  
Fax Number: (905) 549-6610

Calgary Stampeder Limited Partnership,  
McMahon Stadium  
1817 Crowchild Trail N.W.  
Calgary, Alberta  
T2M 4R6  
Fax Number: (403) 289-7850

Edmonton Eskimo Football Club  
9023 - 111<sup>th</sup> Avenue  
Edmonton, Alberta T5B 0C3  
Fax Number: (780) 429-3452

Saskatchewan Roughrider Football Club Inc.  
1910 Piffles Taylor Way  
P.O. Box 1966  
Regina, Saskatchewan S4P 3E1  
Fax Number: (306) 566-4280

Winnipeg Football Club  
1465 Maroons Road  
Winnipeg, Manitoba R3G 0L6  
Fax Number: (204) 783-5222

Toronto Argonauts Football Club Inc.  
c/o VTM South Portables  
3359 Mississauga Road North  
Mississauga, Ontario L5L 1C6  
Fax Number: (905) 607-7934

B.C. Lions Football Club Inc.  
10605 - 135 Street  
Surrey, British Columbia V3T 4C8  
Fax Number: (604) 583-7882

**ARTICLE 39:        INTERPRETATION**

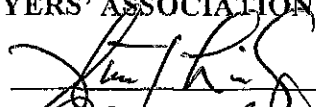
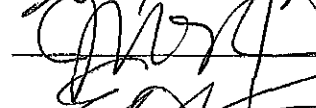
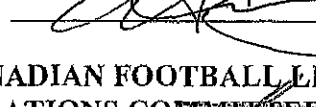
In the event that any term or condition contained in this Agreement conflicts with any term or condition contained in the Rules and Regulations attached hereto and marked as Appendix "E", the term or condition contained in this Agreement shall govern.

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.

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

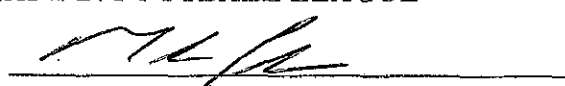
**CANADIAN FOOTBALL LEAGUE  
PLAYERS' ASSOCIATION**

Per:   
\_\_\_\_\_  
Per:   
\_\_\_\_\_  
Per:   
\_\_\_\_\_

**CANADIAN FOOTBALL LEAGUE PLAYER  
RELATIONS COMMITTEE**

Per:   
\_\_\_\_\_

**CANADIAN FOOTBALL LEAGUE**

Per:   
\_\_\_\_\_

**APPENDIX "A"**  
**CANADIAN FOOTBALL LEAGUE**  
**STANDARD PLAYER CONTRACT**

BETWEEN:

\_\_\_\_\_ a member of the Canadian Football League  
(hereinafter called the "Club")

- and -

\_\_\_\_\_ of the City/Town of \_\_\_\_\_  
in the Province/State of \_\_\_\_\_  
(hereinafter called the "Player")

IN CONSIDERATION of the mutual and respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. The term of this Contract shall be from the date of execution hereof until the 15<sup>th</sup> day of February following the close of the football season commencing in 20\_\_\_\_, subject however to the right of prior termination as specified herein.
2. The Player agrees that during the term of this Contract he will play football and will engage in activities related to football only for the Club and will play for the Club in two Pre-Season games, and eighteen (18) regular season games and Canadian Football League playoff games and any other game approved by the Canadian Football League Players' Association; and the Club, subject to the provisions hereof, agrees during such period to employ the Player as a skilled football Player. The Player agrees during the term of this Contract to report promptly for the Club's training sessions and at the Club's directions to participate in all practice sessions.
3. For the Player's services as a skilled football Player during the term of this contract, and for his agreement not to play football, or engage in activities related to football, for any other person, firm, Club or corporation during the term of this contract and for the option hereinafter set forth giving the Club the right to renew this contract and for the other undertakings of the Player herein, the Club promises to pay the Player the sum of \$\_\_\_\_\_ Canadian Dollars to be payable as follows:

“100% percent of said sum to be divided into eighteen (18) equal instalments and paid to the Player within forty-eight (48) hours of each regular season game whenever the Club schedule permits it to be practicable. It is understood between the parties hereto that payment to the Player by the Club for League Playoff Games will be made as hereinafter provided”.

4. The Club shall be entitled to deduct from each and every payment made under any of the provisions of this Agreement, any amount required for the Player’s income taxes and any other deductions required or authorized by law.

4A. The Player shall participate in the Canadian Football League Player’s Pension Plan and the Club shall deduct and remit to the Pension Plan Trust Fund such sums of money as may be required for the Player’s contribution to the plan; and the Club shall pay to the Pension Plan Trust Fund such sums of money as may be required for the Club’s contribution to the plan for the Player.

4B. The Club is hereby authorized and shall deduct the sum of \$55.00 for each regular season, playoff and Grey Cup Game and each playoff bye from compensation payable hereunder commencing with the first regular season game, playoff game, Grey Cup Game or playoff bye that the Player is on the Club Roster, Reserve List, or Disabled List and all monies so deducted shall be paid weekly by the Club to the Canadian Football League Players’ Association. The amount of deduction for each regular season, playoff and Grey Cup Game and each playoff bye may be amended by the C.F.L.P.A. providing written notice to the Club on or before May 31st during each year and the Club is hereby authorized and shall deduct the amount as amended and pay the same weekly to the Canadian Football League Players’ Association.

The Player hereby authorizes the Club and The Canadian Football League to allow access to The Canadian Football League Players’ Association to all information provided for in Article 26 of the Collective Agreement.

4C. The Player authorizes and hereby consents to the Canadian Football League Players’ Association using the Player’s photograph, name, likeness, and autograph for commercial purposes. The Player further agrees that this authorization and consent shall continue following the termination of this Contract.

5. The Club agrees to pay the proper and necessary travelling and reasonable board and lodging expenses whenever the Player is travelling in the services of the Club for games in other than the Club's home city, but when not so travelling, the Player shall pay his own expenses.

6. Prior to the start of each football season, the Player shall attend before the Club's Medical Committee for a complete physical and medical examination, and, shall answer completely and truthfully all questions asked of him with respect to his physical and medical condition, and, if, in the opinion of the said Medical Committee, the Player is not completely fit to participate in football activities, the Club shall either accept the Player or forthwith place the Player on waivers without recall. In the event that the Club does not accept the Player, the Club shall serve written notice upon the Player prior to the first Club practice for which the Player is available. In the event that the Club does not serve written notice, the Player shall be deemed to have been accepted by the Club. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract. If the Player is accepted and provided the Player has answered completely and truthfully all questions asked of him and has made full disclosure concerning any and all illnesses and injuries, then in the event of a subsequent injury and claim under Paragraph 20 and/or 21 made by the Player, the Club shall be estopped from raising by way of defence any prior existing condition or injury.

6A. If at any time during the term of this Contract, the Player is found by the Club's Medical Committee not completely fit to participate in football activities as a result of an injury or an illness which is unrelated to an activity performed by the Player in accordance with the terms of this Contract or any previous Contracts between the Player and the Club or any other Member Club in the Canadian Football League, the Club shall either forthwith place the Player on waivers without recall or place the Player on the C.F.L. Disabled List in accordance with the terms of the Collective Agreement. In the event that the Player disagrees with the findings of the said Medical Committee, the Player may proceed to arbitration of the dispute in accordance with the arbitration procedure contained in Paragraph 21 of this contract.

7. The Player agrees to be bound by and to comply with the rules and regulations as defined in Article 14 of the Collective Agreement; provided however, should any term or condition in the rules and regulations conflict with any term or condition contained in the

Collective Agreement, the term and condition contained in the Collective Agreement shall govern.

8. The Player agrees that should he at any time or times, or in any manner, fail to comply with the covenants or agreements on his part herein contained, the Club shall have the right for so long as he continues to fail to so comply, to suspend or discipline him. Further, should the Player at any time conduct himself in such manner, whether on or off the field so as to endanger or prejudice the interests of the Club, or fails to use his best effort to attain and maintain first class physical condition, excepting injuries or illnesses, then the Club shall have the right to discipline the Player by the imposition of a fine. In the case of a fine being imposed, the Club is authorized to deduct the amount of such a fine from any salary due or to become due to the Player under the provisions of the contract. In the event that the Player disputes the exercise of the right granted in the within paragraph, the Player may submit such dispute to arbitration in accordance with the arbitration system contained in the Collective Agreement.

9. The Player agrees to promptly pay any fine levied on him by the Canadian Football League's Commissioner, and failing such prompt payment the Club is authorized to pay same and deduct such amount from any salary due or to become due to the Player.

10. The Club shall have the right to terminate this contract upon notice to the Player if, in the opinion of the head coach and/or general manager:

- (a) the Player fails at any time during the term of this Contract to demonstrate sufficient skill and capacity to play football of the calibre required by the Club;
- (b) the Player's work or conduct in the performance of this Contract is unsatisfactory;
- (c) where there exists a limit to the number permitted of a certain class of Player and the Player, being within that class, should not be included amongst the permitted number; or
- (d) termination of this contract is in the best interest of the Club having regard for the competitiveness of the Club as a whole or the formation of a team with the greatest overall strength.

It is agreed by both parties that the Club's head coach and/or general manager, as the case may be, shall be the sole judge(s) as to the competency and satisfaction of the Player and his services and, in particular, as to the criteria set out in sub-paragraphs (a) to (d) of this paragraph.

11. Upon termination of this contract during the football season, the Player shall only be entitled to receive and the Club shall only be required to pay to the Player as compensation for services theretofore rendered hereunder, such portion of the total compensation for the regular season as provided in Paragraph 3 hereof, as the number of the regular season games already played bears to the total number of games scheduled for the Club for that season, and any other compensation payable in accordance with this contract and the Collective Agreement, and upon such termination the Club shall pay to the Player the balance of such compensation as then remains owing to the Player. Termination of this contract shall not be effective unless it is terminated in accordance with the terms and conditions contained in the Collective Agreement.

12. The Player promises and agrees that during the term of this contract he will not play football for any other person, firm, Club or corporation. The Player promises and agrees that during the term of this contract he will not engage in activities related to football without the prior written consent of the Club, which consent shall not be unreasonably withheld.

13. The Player hereby represents that he has special, exceptional and unique knowledge, skill and ability as a football Player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages, and therefore agrees that the Club shall have the right, in addition to any other rights which the Club may possess, to enjoin him by appropriate injunction proceedings against playing football or engaging in activities relating to football in Canada or the United States of America, for any person, firm, Club or corporation, and against any other breach of this Contract.

14. It is mutually agreed that the Club shall have the right to sell, exchange, assign and transfer this Contract and the Player's services to any Club of the Canadian Football League provided that all monies payable by the Club to the Player pursuant to the terms of this Contract shall be paid by the Club to whom said Contract is assigned, and the Player agrees to accept such assignment and upon receipt of notification and direction, to report promptly to the assignee Club and faithfully to perform and carry out this Contract with the assignee Club as if it had been entered into by the Player with the assignee Club instead of with this Club, and the Player agrees

that the assignee Club shall pay to the Club any amount owing by the Player at the time of such sale, exchange, assignment or transfer and shall be permitted to deduct such amount from salary due or to become due to the Player.

15. On or before the date of expiration of this Contract the Club may upon notice in writing to the Player addressed to his permanent home address as indicated hereunder, renew this Contract for a further term until the 15th day of February following the said expiration, on the same terms as are provided in this Contract except that (1) the Club may fix the rate of compensation to be paid by the Club to the Player during the said period of renewal and the rate of compensation shall not be less than one hundred (100%) percent of the amount set forth in Paragraph 3 hereof and one hundred (100%) percent of any bonus payment or payments payable except signing bonus, and (2) after such renewal this Contract shall not include a further option to renew the Contract. The renewal of this Contract shall be understood to include all bonus clauses regardless as to the year described therein and bonus payment or payments of any nature whatsoever except that signing bonuses will not be included.

16. It is mutually understood and agreed that if the operation of the Canadian Football League is suspended, this Contract shall immediately be terminated and the remuneration to be paid to the Player shall be on the basis as provided by Paragraph 11 herein.

17. The Player acknowledges the right and power of the Club, its officers and directors and/or the Canadian Football League's Commissioner to fine and/or suspend for the term of this Contract and/or terminate the Contract of any Player who accepts a bribe or who agrees to throw or fix a game, or bets on a game; and provided the Club, its officers and directors and/or the Canadian Football League's Commissioner have acted judiciously and reasonably, the Player hereby releases the said Canadian Football League's Commissioner and the Club and every officer, director and member of the Canadian Football League and the said Club, jointly and severally of and from any and all claims whatsoever he may have arising out of or in connection with the decision of the Canadian Football League's Commissioner or the Club, its officers and directors in any of the aforesaid cases. In the event the Player disputes the exercise of the right granted in the within paragraph, the Player may submit such dispute to arbitration in accordance with the Arbitration system contained in the Collective Agreement.

18. The Player agrees that during the playing season he will not permit his picture to be taken in Club uniform or assist in the coaching of any football team other than the Club without the written consent of the Club, which consent shall not be unreasonably withheld.

19. The Player agrees that his picture may be taken from time to time for still photographs, motion pictures, television or game action photographs in Club uniform at such times as the Club may designate and the Club shall be free to use in any media such pictures and the Player's name and biographical data for Club and League publicity purposes without the Player receiving remuneration therefor.

The parties agree that the Club shall have the right to permit any person, firm or corporation to display for commercial purposes pictures of the Player in Club uniform with the consent of the Player and the Player shall not allow either gratuitously or for remuneration any pictures of the Player in Club uniform to be used for any publicity or commercial purposes without the consent in writing of the Club first had and obtained. The parties further agree that no such pictures may be used for commercial purposes without the written authorization of the Player and the Player shall be entitled to negotiate remuneration payable to himself for the granting of such written authorization to be paid by any such person, firm or corporation and that further use of such pictures involving four or more Players of one or more Clubs in one commercial use shall be subject to the approval of both the Canadian Football League and the Canadian Football League Players' Association as the agent of such Players.

20. If the Player is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any Pre-Season game, regular season game, play-off game and Grey-Cup Game, the Club shall pay the Player's hospitalization and medical expenses necessarily incurred or arising from the injury provided that the hospital and doctors are selected by the Club, or if selected by the Player, are approved in writing by the Club which approval shall not be unreasonably withheld; the Club's obligation to pay such expenses shall continue until such time as the Club's doctor, or the doctor selected by the Player and approved by the Club, certifies in writing that the Player has sufficiently recovered from the injury to play football, or until one year from the date that the injury occurred, whichever event shall first occur; thereafter the Player relieves the Club from any and

every additional obligation, liability, claim or demand whatsoever in connection with the injury, provided in no event is the Club, its servants or agents relieved from any negligence on the part of its servants or agents in the treatment of said injury, nor does the Player release the Club of any of its obligations arising under Paragraph 21 hereof.

21. It is further agreed that if the Player is a veteran and is injured (injury shall include the aggravation of a pre-existing condition) in the performance of his duties called for hereunder and without restricting the generality of the foregoing, those duties shall include attendance at any practice session called by the Club or any coach thereof and attendance at and performance in any Pre-Season game, regular season game, playoff game and Grey Cup Game; and the injury or injuries are such as to render him unfit to play skilled football during the current football season or any part thereof, the Club shall pay to the Player so long as the Player continues to be unfit to play skilled football, One Hundred (100%) percent of the salary and all other benefits to which the Player would be entitled pursuant to the provisions of this Contract and the Collective Agreement including payment for all Pre-Season games, regular season games, playoff games, byes, Grey Cup Game, in which the Club participates, it being understood and agreed that this obligation shall not extend beyond the day before the first day of the training camp period in the season following the current playing season. The Club shall be prohibited from terminating this Contract with the Player so long as the Player remains unfit to play skilled football until the day before the first day of the training camp period in the season following the current playing season. If the Club purports to terminate this Contract with the Player and if the Player maintains he is unfit to play skilled football, the Player may notify the Club in writing within ten (10) days from the date it became known or should have become known to the Player that the Contract had been purported to be terminated, and may within twenty (20) days from the date when it became known or should have become known to the Player that the Club has purported to terminate the Contract, submit to an examination by a neutral physician as agreed upon in accordance with the Collective Agreement. The Player hereby authorizes the Club to, and the Club shall, provide the neutral physician with copies to the Canadian Football League Players Association and the Canadian Football League Players Relations Committee, the medical history reports relating to the injury or injuries; and such medical history reports may contain all actions taken by the Club doctor, and the Club doctor's opinion as to whether the Player is or is not fit to play skilled football. The opinion of the neutral physician who examines the Player as to whether the Player is fit or unfit to play skilled football shall be conclusive and binding upon

the Player and the Club. The expense of obtaining the opinion of such neutral physician shall be borne by the Club if his opinion agrees with that of the Player and by the Player if such opinion agrees with the position of the Club. If the Player is not a veteran, this clause shall not be applicable to any injury sustained prior to the playing of the first regular season game of the season but shall be applicable thereafter mutatis mutandis.

22. The Player represents to the Club that he is not under Contract or option to play football for any other Club in Canada or the United States of America during the term of this Contract, and that he has no contractual obligations which would prevent him from entering into the within Contract.

23. Should the Player become a member of the Armed Forces of either Canada or the United States of America, and be unable to perform the services as agreed herein, or should the Player retire from football, prior to the expiration of the term of this Contract, in either case, the Player shall be ineligible to play football for any other person, firm, club or corporation until the expiration date of this Contract or the termination of this Contract by the Club, whichever first occurs.

24. This agreement contains the entire Agreement between the parties and there are no oral or written inducements, promises or agreements except as contained herein.

25. If the Player is on the Club's Roster as registered with the Commissioner during the time the Club participates in a playoff game of the League, the Club shall pay to the Player bonus monies as described in the Collective Agreement.

26. This Agreement has been made under the laws of the Province/State of \_\_\_\_\_ and shall be governed by the laws of the said Province/State, but that in the event that the Agreement is assigned to a Club in a Province/State other than \_\_\_\_\_, any matter arising after the Agreement is assigned shall be governed by the laws of the Province/State in which the Assignee Club is located.

27. The Club agrees to pay to the Player the cost of economy air transportation from the Player's normal off-season residence to the City where the Club is situate for the purposes of the Player attending at training camp. In the event that the Player's Contract is terminated at any time prior to the end of the last regular season game, playoff game, or Grey Cup Game played by

the Club, and in the event that the Player is not paid for all regular season games, playoff games and Grey Cup Game played by the Club, the Club shall pay to the Player the cost of economy air transportation from the City where the Club is situate to the place of the Player's normal off-season residence.

28. The Club and the Player agree that in the interpretation of this Contract, time shall be of the essence.

29. In this Contract the words "Collective Agreement" shall mean the Agreement between the Canadian Football League Player Relations Committee, representing the Member Clubs of The Canadian Football League and The Canadian Football League and the Canadian Football League Players' Association. The Club and the Player agree to be bound by the terms and conditions contained in the Collective Agreement.

30. THE CLUB AND THE PLAYER AGREE THAT UNLESS OTHERWISE STATED, ALL MONIES REFERRED TO HEREIN SHALL BE DEEMED TO BE IN CANADIAN CURRENCY.

IN WITNESS WHEREOF the Player has hereunto set his hand and seal and the Club has caused this Contract to be executed by its duly authorized officer or officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

Club \_\_\_\_\_

Per: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_  
Witness

) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) Player  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) Player's permanent home address  
) \_\_\_\_\_  
) Telephone number

CONTRACT ADVISOR/AGENT REPRESENTING THE PLAYER  
WITH RESPECT TO THE NEGOTIATION OF THIS CONTRACT

NAME OF CONTRACT ADVISOR/AGENT:  
\_\_\_\_\_

REGISTRATION NUMBER OF CONTRACT ADVISOR/AGENT:  
\_\_\_\_\_

**APPENDIX "B"**

**C.F.L./C.F.L.P.A. DRUG POLICY**

# CFL / CFLPA

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**POLICY TO PREVENT THE USE OF PERFORMANCE ENHANCING  
DRUGS**

**June 6, 2010**

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## **SECTION 1. PREAMBLE**

### **1.01 – STATEMENT OF PRINCIPLES**

The Canadian Football League (CFL) and the CFL Players' Association (CFLPA) declare the following:

#### **1.01.1**

The use of Performance Enhancing Drugs may be harmful to the health and safety of the Players and they are contrary to the spirit of football. The use of Performance Enhancing Drugs represents a serious threat to the cultural, educational, economic and social benefits that football can bring to society and has a negative impact on the moral and ethical behaviour that football can foster with individuals.

#### **1.01.2**

Concrete actions such as drug education, drug testing, appropriate discipline and rehabilitative measures must be taken in order to efficiently prevent the use of Performance Enhancing Drugs in the CFL.

#### **1.01.3**

The CFL and CFLPA believe it is important to promote the health and wellbeing of its Players as well as to maintain the Players' right to compete on a level playing field.

#### **1.01.4**

This Policy to Prevent the Use of Performance Enhancing Drugs is to be considered a true reflection of the CFL and CFLPA's desire and will to efficiently prevent the use of Performance Enhancing Drugs.

## **SECTION 2. GENERAL PROVISIONS**

### **2.01 – SUMMARY DESCRIPTION OF THE POLICY**

#### **2.01.1 – NAME**

The CFL and CFLPA Policy to Prevent the Use of Performance Enhancing Drugs is referred to in this document as the CFL/CFLPA Policy.

#### **2.01.2 – PRIMARY OBJECTIVES**

The primary objective of the CFL/CFLPA Policy is to deter Players, who do not have a legitimate medical reason, from using a Performance Enhancing Drug contained on the CFL Prohibited List (as set forth in Appendix D), protect a Player from injury due to the use of a Performance Enhancing Drug or from coming in contact with a Player who uses a Performance Enhancing Drug, and to maintain a Player's right to compete on a level playing field, where no Player is advantaged by Performance Enhancing Drugs.

#### **2.01.3 – SCOPE OF SAMPLE COLLECTION**

The CFL/CFLPA Policy allows for the collection of blood and/or urine samples.

#### **2.01.4 – THERAPEUTIC USE EXEMPTIONS**

Players who require a Performance Enhancing Drug for legitimate medical reasons will be afforded the opportunity to apply for a Therapeutic Use Exemption in advance of use or retroactively, following an Adverse Analytical Finding.

#### **2.01.5 – ANTI-PERFORMANCE ENHANCEMENT DRUG AND POLICY EDUCATION**

The education program of the CFL and CFLPA will, at a minimum, provide Players with information on the CFL Prohibited List, on the testing program, as well as the discipline Players may face if a violation of the CFL/CFLPA Policy.

The CFL and CFLPA will review various mediums for educating Players and will work together to ensure that the messages in their education program are clear, accurate and consistent with the CFL/CFLPA Policy.

#### **2.01.6 – VIOLATIONS AND DISCIPLINARY ACTIONS**

The CFL/CFLPA Policy defines the different instances that constitute a violation of the CFL/CFLPA Policy and outlines the disciplinary actions that apply to a Player who has committed a violation.

#### **2.01.7 – PLAYER'S RIGHTS**

The CFL/CFLPA Policy outlines a Player's rights with regards to the testing program as well as his options for appealing a disciplinary decision handed down by the CFL for violating the CFL/CFLPA Policy.

#### 2.01.8 – SUBSTANCE ABUSE COUNSELLING

Counselling is considered by the CFL and CFLPA to be a key component of the CFL/CFLPA Policy and will be made available to all Players. In the event a Player returns an Adverse Analytical Finding following a Drug Test and is assessed by a Substance Abuse Counselling Organization that is recognized by the CFL and CFLPA, as having a substance abuse problem, a Player may be requested to undergo counselling, as a condition of returning to play.

Drug dependency is not a typical manifestation of Performance Enhancing Drugs. Therefore full rehabilitation for Performance Enhancing Drug abuse would not be required. Substance abuse counselling would be the recommended course of action.

### 2.02 – SCOPE OF APPLICATION

#### 2.02.1 – ACTIVE MEMBERS

The CFL/CFLPA Policy applies to all active members of the CFLPA.

#### 2.02.2 – PERIOD

Players can be notified for Drug Testing any time during the calendar year. Players may be tested in-competition and out-of-competition.

#### 2.02.3 – DISCIPLINED PLAYER

All Players having been disciplined under the CFL/CFLPA Policy will remain subject to this CFL/CFLPA Policy, including Drug Testing, for the duration of the disciplinary period.

#### 2.02.4 – COMMENCEMENT OF A SUSPENSION

Any decision regarding a suspension handed-down by the CFL shall be made in writing to the individual.

A Player's suspension will commence and be calculated from the date the formal notice is issued.

Any suspension appealed by a Player will not take effect until completion of the appeals process.

#### 2.02.5 – RESPECT OF OTHER RECOGNIZED POLICIES

A Player who enters the CFL with a previous record for violating a substance abuse or drug policy of another league or organization, including but not limited to the National Football

League, the Canadian Interuniversity Sport, the Canadian Junior Football League, the National Association of Intercollegiate Athletics, or the National Collegiate Athletic Association, regarding substances contained on the CFL Prohibited List at the time of such violation(s), will be deemed to have received an Adverse Analytical Finding pursuant to the CFL/CFLPA Policy and will automatically become subject to the provisions of the CFL/CFLPA Policy applicable to Players who have received an Adverse Analytical Finding. In other words, such a Player will be considered to have committed a second offence under the CFL/CFLPA Policy, the first time he violates the CFL/CFLPA Policy as a member of the CFL.

### 2.03 – SPAN OF A VIOLATION

A violation by a Player will remain on record with the CFL and CFLPA throughout the entire career and/or employment of the Player in the CFL regardless if such career or employment is continuous or interrupted for any reason. In other words, the violation will not expire should the Player pursue his career or employment outside the CFL.

### 2.04 – EFFECTIVE DATE AND AMENDMENT PROCEDURE

#### 2.04.1 – EFFECTIVE DATE

The CFL/CFLPA Policy will come into effect upon adoption by both the CFL and CFLPA.

#### 2.04.2 – AMENDMENT PROCEDURE

Amendments to the CFL/CFLPA Policy may be made by way of a unanimous decision by the CFL and CFLPA.

### 2.05 – INTERPRETATION

#### 2.05.1 – GLOSSARY

The words and expressions which appear in the CFL/CFLPA Policy should be interpreted as they are defined in Appendix A - Glossary (where applicable).

#### 2.05.2 – PREAMBLE AND APPENDICES

The preamble and appendices of the present text are an integral part of the CFL/CFLPA Policy and may be used for the purpose of its interpretation.

#### 2.05.3 – TIME DELAYS

Unless otherwise specified, time periods in this policy are total consecutive days irrespective of weekends or holidays. When a deadline falls on a weekend or holiday, the next business day shall be the deadline.

#### 2.05.4 – CHOICE OF THE FRENCH OR ENGLISH VERSION

The English and the French versions of the CFL/CFLPA Policy are equally authoritative. The parties involved in the procedure have a right to decide (once, at the beginning of the procedure) if they wish to use the French or the English version of the CFL/CFLPA Policy.

## **SECTION 3. RESPONSIBILITIES**

### **3.01 – RESPONSIBILITIES OF STAKEHOLDERS**

#### **3.01.1 – CFL and CFLPA**

The CFL/CFLPA Policy was jointly approved by the CFL and the CFLPA. Both organizations are responsible for educating their members on the CFL/CFLPA Policy and making amendments to the CFL/CFLPA Policy as required.

Decisions regarding the content and structure of the CFL/CFLPA Policy must be done in consultation between the CFL and CFLPA. The CFL and CFLPA reserve the right to consult with other organizations and/or experts before making decisions.

The CFL and CFLPA shoulder responsibility for ensuring that members uphold and respect the principles outlined in the CFL/CFLPA Policy and in doing so, take the necessary and timely steps to enforce the CFL/CFLPA Policy as per the provisions described in this document.

#### **3.01.2 – PLAYERS**

The CFL/CFLPA Policy is binding on all members of the CFLPA. Players are responsible for:

- a) learning and understanding the CFL/CFLPA Policy, including the CFL Prohibited List, and;
- b) abiding by the principles and requirements outlined in this document.

Players are ultimately responsible for the medications or supplements they ingest. They must take reasonable steps and precautions, including a detailed review of the packaging of products they apply or ingest, to ensure that their medications and/or nutritional supplements do not contain ingredients that are contained on the Prohibited List.

#### **3.01.3 – CFL-CFLPA JOINT HEALTH AND SAFETY COMMITTEE**

The CFL-CFLPA Joint Committee on Players' Safety and Welfare, or its members, will be responsible for the following:

- a) preventing the use of Performance Enhancing Drugs through education and advocacy;
- b) assisting Players in the interpretation and understanding of the CFL/CFLPA Policy;
- c) reviewing possible amendments to the CFL/CFLPA Policy.

#### **3.01.4 – TEAM PHYSICIAN**

The Team Physician plays a pivotal role in preventing the use of Performance Enhancing Drugs by ensuring that Players are informed about the alternatives to Performance Enhancing Drugs

and by helping to deter Players from using Performance Enhancing Drugs. The relationship that Team Physicians enjoy with their Players puts them in a unique and privileged position to assist the CFL and CFLPA implement the CFL/CFLPA Policy.

The Team Physician is relied on for the following:

- a) recording the medications and/or supplements a Player reports to be taking;
- b) maintaining up-to-date Player files that include a history of any medications or supplements a Player reports to be taking, Therapeutic Use Exemption applications and subsequent response/s provided following an application;
- c) advising Players on substances or drugs that are contained on the CFL Prohibited List as well as the inherent risk of using supplements;
- d) seeking alternatives, if any are available, to the use of substances or drugs that are contained on the CFL Prohibited List and educating Players accordingly;
- e) completing and forwarding a Therapeutic Use Exemption application to the CFLPA Lawyer and the Designated Medical Authority prior to prescribing or administering a Performance Enhancing Drug to a Player they are treating;
- f) completing and forwarding a Therapeutic Use Exemption application to the CFLPA Lawyer and the Designated Medical Authority in instances where a medication on the Prohibited List that he or she has not previously prescribed or administered, is to be used by a Player; and
- g) advocating for the health and safety of Players and Canadian football free of Performance Enhancing Drugs.

#### 3.01.5 – SAMPLE COLLECTION AUTHORITY

The Sample Collection Authority is responsible for assisting the CFL and CFLPA in carrying-out the CFL/CFLPA Policy as per the contractual obligations it has with the CFL and CFLPA.

The Sample Collection Authority may also be contracted by the CFL and CFLPA to provide expertise in different areas including sample collection, the granting of a Therapeutic Use Exemption, and/or the administration of specific elements of the results management process.

The Sample Collection Process is detailed in Appendix B.

#### 3.01.6 – SUBSTANCE ABUSE COUNSELLING ORGANIZATION

The Substance Abuse Counselling Organization will be responsible for:

- a) providing Players and/or their families with the highest quality of assessment and clinical services to address their full range of personal issues;

- b) determining the level of need of a Player, including a potential counselling program. Their initial assessment will only be shared with the CFLPA Lawyer;
- c) All recommended programs will be kept confidential. While strongly recommended that the Player follow the recommended program, it is at the discretion of the player to avail themselves of the recommended program.

## **SECTION 4. CONFIDENTIALITY**

### **4.01 – PUBLIC DISCLOSURE**

#### **4.01.1 – SHARING OF INFORMATION ABOUT A PLAYER; PLAYER CONFIDENTIALITY**

Other than as specifically provided under this CFL/CFLPA Policy, the CFL, CFLPA, CFL Safety Committee, Sample Collection Authority, or the Substance Abuse Counselling Organization, will not be permitted to share any information about a Player's medical information with other persons connected with the team or CFL and CFLPA including team officials, affiliates, agents, members of the media, other Players, consultants, or employees. Stakeholders who breach this confidentiality will be immediately removed from their position in connection with the CFL/CFLPA Policy.

Any breach of confidentiality shall not invalidate the Adverse Analytical Finding or other proof that the CFL/CFLPA Policy was violated by a Player.

#### **4.01.2 – PUBLIC DISCLOSURE**

The CFL and CFLPA will not disclose the name of a Player who is suspended by the CFL for violating the CFL/CFLPA Policy, or otherwise make public comment relating to such Player and such violation, until after all appeals available under the CFL/CFLPA Policy have been exhausted.

Only the CFL Commissioner and the President of the CFLPA, or their respective designates, have the authority to speak publicly and disclose any information about a Player who has violated the CFL/CFLPA Policy.

#### **4.01.3 – THE ARBITRATOR**

The Arbitrator is prohibited from publicly disclosing any information obtained during the course of its duties. An Arbitrator who breaches this condition shall be immediately removed from his duties under the CFL/CFLPA Policy and excused from serving as an Arbitrator connected to the CFL/CFLPA Policy in the future.

### **4.02 – REPORTING OF ADVERSE ANALYTICAL FINDINGS**

Each Adverse Analytical Finding reported on a Player will be communicated by the Sample Collection Authority only to the CFL's Lawyer and the CFLPA's Lawyer. The CFL Lawyer may share this information with the CFL Commissioner, provided that the CFL Commissioner shall treat any information received as strictly confidential. The CFLPA Lawyer may share this information with the CFLPA President and Executive Committee, provided that the CFLPA President and Executive Committee shall treat any information received as strictly confidential.

## **SECTION 5. TESTING**

### **5.01 – LABORATORY STANDARDS**

#### **5.01.1 – WORLD ANTI-DOPING AGENCY STANDARDS**

The CFL/CFLPA Policy recognizes, adopts and applies the World Anti-Doping Agency (WADA) International Standard for Laboratories. These standards may be modified by WADA from time to-time, in accordance with its own regulations.

Test results of samples will only be recognized by the CFL and CFLPA under this CFL/CFLPA Policy when they have been analyzed by a WADA accredited laboratory.

#### **5.01.2 – STANDARDS UPDATES**

The Sample Collection Authority will inform the CFL and CFLPA of any significant updates made to the Laboratory Standards, regarded to be significant by the Sample Collection Authority. It is the CFL and CFLPA's responsibility to update Players on any significant changes that may be brought to their attention and that may affect them.

### **5.02 – PERFORMANCE ENHANCING DRUGS AND METHODS**

#### **5.02.1 – PROHIBITED LIST**

The CFL and CFLPA will publish a Prohibited List which will identify the Performance Enhancing Drugs or Methods that are prohibited by the CFL and CFLPA under this CFL/CFLPA Policy. The CFL and CFLPA reserve the right to bring modifications to the Prohibited List from time to time only by mutual agreement, in writing, and must inform Players of those changes.

#### **5.02.2 – PROHIBITED LIST AMENDMENTS**

Amendments made to the Prohibited List will only enter into effect upon the later of:

- a) six (6) months after publication; and
- b) the generally accepted period of time that it takes for a specific substance being added to the Prohibited List to become undetectable within an individual following a test performed under the CFL/CFLPA Policy, such period of time being agreed upon by the CFL and CFLPA, both parties acting reasonably.

### **5.03 – THERAPEUTIC USE EXEMPTION**

#### **5.03.1 – DESIGNATED MEDICAL AUTHORITY**

On or before May 1 in any given year, the CFL and CFLPA shall jointly appoint an individual to act as the Designated Medical Authority pursuant to the CFL/CFLPA Policy. Such appointment shall be for a period of four years commencing on June 6 and ending on June 5, provided that either the CFL or CFLPA, acting in their sole discretion, may unilaterally elect to terminate the appointment of an individual serving as the Designated Medical Authority upon sixty (60) days written notice to the other party. In the event of such early termination, the CFL and CFLPA shall jointly appoint another individual to act as the Designated Medical Authority pursuant to the CFL/CFLPA Policy.

In the event that the parties are unable to agree on the appointment of an individual, then the independent arbitrator appointed by the CFL and CFLPA pursuant to Section 8.03.1 of the CFL/CFLPA Policy shall be directed to appoint an individual to serve as the Designated Medical Authority on behalf of the CFL and CFLPA, acting in his sole discretion.

The CFL and CFLPA agree that Dr. Andrew Pipe shall be appointed as the Designated Medical Authority pursuant to the CFL/CFLPA Policy for the period commencing on the date of execution of the CFL/CFLPA Policy and ending on June 5, 2014.

The use of certain drugs may require a Therapeutic Use Exemption. Unless otherwise stipulated by the CFL and CFLPA, the Designated Medical Authority will have the sole responsibility for reviewing a Therapeutic Use Exemption application and granting a Therapeutic Use Exemption.

#### 5.03.2 – PROCEDURE FOR A THERAPEUTIC USE EXEMPTION

The application for a Therapeutic Use Exemption must be submitted by the CFLPA's Lawyer on behalf of the Player to the Designated Medical Authority. The Designated Medical Authority reserves the right to request additional information or clarification prior to making its determination on the application. Following the application, the CFLPA's Lawyer will receive a letter that either approves or rejects an application made by a Player for a Therapeutic Use Exemption.

The application for a Therapeutic Use Exemption can be made to the Designated Medical Authority prior to the use of a Performance Enhancing Drug. Applications can also be submitted retroactively, in the event of an emergency medical intervention where the health of a Player has been threatened or following an Adverse Analytical Finding.

#### 5.03.3 – RISK OF VIOLATION

A Player who uses a Performance Enhancing Drug without first applying for a Therapeutic Use Exemption does so at his own risk – retroactive granting of a Therapeutic Use Exemption is not assured. Therapeutic Use Exemption applications that are rejected by the Designated Medical Authority following an Adverse Analytical Finding may result in a violation under the CFL/CFLPA Policy.

#### 5.03.4 – CRITERIA FOR GRANTING A THERAPEUTIC USE EXEMPTION

A Therapeutic Use Exemption will only be granted by the Designated Medical Authority for medically justified reasons and under the following circumstances:

- a) the Player could experience a significant impairment to health if the Performance Enhancing Drug were to be withheld in the course of treating an acute or chronic medical condition; and
- b) the use of the Performance Enhancing Drug would produce no additional achievement or performance other than that which might be anticipated by a return to a state of normal health following the treatment of a legitimate medical condition; and
- c) there is no reasonable therapeutic alternative or the alternative is inefficient.

#### 5.03.5 – THERAPEUTIC USE EXEMPTION CANCELLATION

A Therapeutic Use Exemption application may be cancelled or suspended by the Designated Medical Authority in the event that a Player fails to comply with the requirements or conditions set-out by the Designated Medical Authority for the granting of a Therapeutic Use Exemption.

### 5.04 – TESTING SELECTION

#### 5.04.1 – RANDOM TESTING

Unless applicable under Section 5.04.2 and 5.04.3, testing administered by the Sample Collection Authority will be conducted on a random, No Advance Notice basis during the course of the calendar year. The number of annual tests to be administered by the Sample Collection Authority is set forth in Appendix C, provided that such number of tests may be reduced by the CFL at any time acting in its sole discretion.

#### 5.04.2 – TARGET TESTING

Notwithstanding Section 5.04.1, Players may be targeted for testing through common accord between the Sample Collection Authority, the CFL and the CFLPA, based upon any of the following circumstances:

- a) the laboratory has recommended follow-up testing based on their analytical investigation;
- b) the Player is presently undergoing counselling and as a condition of their counselling, they are subject to further testing; or
- c) the Player has been granted a retroactive exemption pursuant to Section 7.04.

#### 5.04.3 – MANDATORY TESTING

A Player who has committed a violation of the CFL/CFLPA Policy pursuant to Section 6.01 will be subject to mandatory testing by the Sample Collection Authority for a period of two (2) years following the Adverse Analytical Finding.

During that period, a Player may be tested up to a maximum of eight (8) times and will be subject to testing during the season and out-of season.

#### 5.04.4 – NO-NOTICE TESTING

##### 5.04.4.1 IN-COMPETITION NO-NOTICE TESTING

In-competition testing refers to Drug Tests that are conducted on a no-notice basis during the pre-Season, regular season and playoffs, at the conclusion of the game.

##### 5.04.4.2 OUT-OF COMPETITION NO-NOTICE TESTING

Out-of-competition no-notice testing refers to Drug Tests that are conducted on a no-notice basis during the pre-Season, regular season and playoffs, at the conclusion of practices and/or training sessions.

#### 5.04.5 – SHORT-NOTICE TESTING

##### OUT-OF-COMPETITION SHORT-NOTICE TESTING

Out-of-competition short-notice testing refers to Drug Tests that are conducted on a Short-Notice basis (24 hour notification) during the off-season, at a location agreed to by both parties (i.e. the sample collection officer and the player).

## SECTION 6. VIOLATIONS

### 6.01 – USAGE, REFUSAL TO COMPLY, AND TAMPERING VIOLATIONS

#### 6.01.1 – USE OF A PERFORMANCE ENHANCING DRUG

Use of a Performance Enhancing Drug is a violation of the CFL/CFLPA Policy.

#### 6.01.2 – REFUSAL TO COMPLY

Refusing to submit to a drug test requested by the Sample Collection Authority pursuant to the provisions of the CFL/CFLPA Policy or otherwise evading sample collection is a violation of the CFL/CFLPA Policy each time such a request is refused or evaded.

A Player who refuses to submit to a drug test duly requested by the Sample Collection Authority, or otherwise evades such a test, may request a retroactive exemption from such test pursuant to Section 7.04.

#### 6.01.3 – TAMPERING OR ATTEMPTED TAMPERING

Tampering, or attempting to tamper, with any part of the sample collection process is a violation of the CFL/CFLPA Policy.

### 6.02 – OTHER VIOLATIONS

#### 6.02.1 – ADMINISTRATION

Administration or attempted administration of a Performance Enhancing Drug to any Player, or assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving Use or Attempted Use or any other violation of the CFL/CFLPA Policy or any attempted violation, is a violation of the CFL/CFLPA Policy.

#### 6.02.2 – POSSESSION OR TRAFFICKING

Conviction of a Player in Canada of a criminal offence for possession or trafficking of a Performance Enhancing Drug on the CFL Prohibited List is a violation of the CFL/CFLPA Policy.

## SECTION 7. DISCIPLINARY ACTIONS

### 7.01 – LABORATORY ANALYTICAL REPORTS

Laboratory analytical reports will be prepared and sent by the WADA accredited Laboratory to the Sample Collection Authority, for every test conducted in the League. The Sample Collection Authority will only share these reports with the CFL and CFLPA at the end of the season, unless a report provides conclusive evidence of an Adverse Analytical Finding, in which case, the Sample Collection Authority will take the necessary and timely steps to inform the rightful parties, as per the provisions outlined in Section 4.02.

As per the Laboratory Standards, the WADA accredited Laboratory must share all Adverse Analytical Findings with WADA and the relevant International Federation.

### 7.02 – ADVERSE ANALYTICAL FINDINGS

Excepting those drugs for which a quantitative reporting threshold is specifically identified in the Prohibited List, the detected presence of any quantity of a Performance Enhancing Drug, its Metabolites or Markers in a Player's sample shall result in an Adverse Analytical Finding.

The Prohibited List may establish special criteria for the evaluation of Performance Enhancing Drugs that can also be produced naturally within the body.

Adverse Analytical Findings reported by the accredited WADA Laboratory on drugs contained on the CFL Prohibited List will serve as prima facie evidence that a Player has used a Performance Enhancing Drug and violated the CFL/CFLPA Policy, unless a Player took reasonable steps to avoid using the Performance Enhancing Drug(s) in question and can provide sufficient supporting evidence during the appeal process outlined in Section 8.

### 7.03 – PLAYER VIOLATIONS FOR USAGE, REFUSAL TO COMPLY, OR TAMPERING

A Player that has committed a violation of the CFL/CFLPA Policy pursuant to Section 6.01 will be disciplined according to the following:

1<sup>st</sup> Offence:

- a) the Player, the CFL Lawyer, and the CFLPA Lawyer will be informed of the violation;
- b) the Player will be subject to mandatory drug testing by the Sample Collection Authority as per the provisions outlined in Section 5.04.3 for a period of two (2) calendar years, following the violation; and
- c) the Player must participate in an assessment and clinical evaluation, to determine whether a counselling program<sup>1</sup> would be recommended, and participate in remedial education, within

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<sup>1</sup> Any recommended or prescribed counselling program, while strongly recommended by the CFL and CFLPA, would be entirely voluntary on the part of the Player.

three (3) months of the violation and provide satisfactory evidence to the CFL Lawyer that this was completed within that period.

2<sup>nd</sup> Offence:

- a) the Player, the CFL Commissioner, the CFLPA President, the Team President, the Team Physician, the CFL Lawyer and the CFLPA Lawyer will be informed of the violation;
- b) the Player will be suspended by the CFL for three (3) regular season or playoff games commencing from the date the Player is notified of the violation;
- c) the Player may be subject to Drug Testing during the period of suspension;
- d) the Player will be subject to mandatory drug testing by the Sample Collection Authority as per the provisions outlined in Section 5.04.3 for a period of two (2) calendar years following the expiry of the period of suspension; and
- e) the Player must participate in an assessment and clinical evaluation, to determine whether a counselling program<sup>1</sup> would be recommended, and participate in additional remedial education within three (3) months of the formal notice handed down by the CFL and CFLPA and provide satisfactory evidence to the Team Physician, CFL Lawyer and CFLPA Lawyer that this was completed within that period.

3<sup>rd</sup> Offence:

- a) the Player, the CFL Commissioner, the CFLPA President, the Team President, Team Physician, the CFL Lawyer and the CFLPA Lawyer will be informed of the violation;
- b) the Player will be suspended by the CFL for a one year (calendar) period commencing from the date the Player is notified of the violation;
- c) the Player may be subject to Drug Testing during the period of suspension;
- d) the Player will be subject to mandatory drug testing by the Sample Collection Authority as per the provisions outlined in Section 5.04.3 for a period of two (2) calendar years following the expiry of the period of suspension;
- e) the Player must participate in an assessment and clinical evaluation, to determine whether a counselling program<sup>1</sup> would be recommended, and participate in additional remedial education within three (3) months of the formal notice handed down by the CFL and CFLPA and provide satisfactory evidence to the Team Physician, CFL Lawyer and CFLPA Lawyer that this was completed within that period; and
- f) the Player may be requested to participate in community service that is pre-approved by the CFL and CFLPA.

4<sup>th</sup> Offence:

The Player who violates the CFL/CFLPA Policy a fourth time during his career will receive a life-time suspension from the CFL and will be ineligible to participate in any activities held or organized by his team, any other team, or the CFL.

#### 7.04 – PLAYERS REFUSING TO SUBMIT TO A DRUG TEST

A Player who refuses to submit to a drug test duly requested by the Sample Collection Authority, or otherwise evades such a test, may request a retroactive exemption from such test according to the following process:

1. the Player may first request a retroactive exemption from the CFLPA President and CFL Commissioner, which shall be granted only upon the mutual agreement of the CFLPA President and CFL Commissioner that the test was refused or evaded with compelling justification and under extraordinary circumstances;
2. If the CFLPA President and CFL Commissioner do not mutually agree to grant a retroactive exemption in any particular case, the Player may then request a retroactive exemption from the Arbitrator, provided that the request is accompanied by the written endorsement of the CFLPA President. The Arbitrator shall only grant a retroactive exemption where he finds that the test was refused or evaded with compelling justification and under extraordinary circumstances. The Arbitrator may consider any information that he deems to be relevant to his review, and his decision shall be final and binding. The Arbitrator shall communicate his decision in writing to the Player, the CFLPA Lawyer, and the CFL Lawyer within twenty-four (24) hours of completing his review.

If the CFLPA President and CFL Commissioner, or the Arbitrator, grants a retroactive exemption then (i) the Player will not be in violation of the policy for refusing or evading the test to which the request relates, and (ii) the Player shall be subject to one drug test at a time and date determined by the Sample Collection Authority, but not disclosed in advance to the Player, within six (6) months of the decision of the CFLPA President and CFL Commissioner, or the Arbitrator, as applicable.

If the Arbitrator refuses to grant a retroactive exemption following the review of a request submitted by a Player, then the Player shall pay \$500 to the CFL to be applied against the Arbitrator's fee to review and decide upon the Player's request.

If (i) the CFLPA President and CFL Commissioner refuse to grant a retroactive exemption and the Player does not duly request a retroactive exemption from the Arbitrator, or (ii) the Arbitrator refuses to grant a retroactive exemption, then the Player's refusal to submit to a drug test requested by the Sample Collection Authority pursuant to the provisions of the CFL/CFLPA Policy, or other evasion of sample collection, will remain a violation of the CFL/CFLPA Policy.

#### 7.05 – SUSPENSION PROCEDURES

The CFL will notify the Player and his team (in accordance with Section 7.03 above) of the suspension. Such notification shall be made in writing to the Player.

During a suspension, the Player will not receive any pay, including pay for any playoff game that they miss because of their suspension.

Players who are suspended may not participate in any activities with either their team or within the CFL, with the exception of team practices without pay and at the sole discretion of the Player's CFL team.

Subject to any appeal, the suspension will begin on the date set in the CFL notification of suspension to the Player. A public statement regarding the suspension will only be made following the completion of the appeal process pursuant to the CFL/CFLPA Policy, or upon the election by the Player not to pursue such appeal process.

If there are fewer than the prescribed number of games remaining in the current season when the suspension begins, including any playoff games for which the Player's team qualifies, the suspension will continue into the next regular season.

#### 7.06 – OTHER PLAYER VIOLATIONS

A Player that has committed a violation of the CFL/CFLPA Policy pursuant to Section 6.02 will be subject to discipline by the Commissioner pursuant to the provisions of the CFL Constitution and the Collective Bargaining Agreement between the CFL and CFLPA (the "CBA") in force at the time of such violation. All grievance procedures set out in the CBA shall be available to the Player in relation to discipline administered to such Player for a violation of the CFL/CFLPA Policy pursuant to Section 6.02.

#### 7.07 – NON-PLAYER VIOLATIONS

The Commissioner shall have the power to fine in an amount not exceeding twenty-five thousand dollars (\$25,000), suspend, or fine and suspend any coach, league employee, team employee (excluding Players), official or team executive who commits a violation of the CFL/CFLPA Policy. The person fined or 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 amount of the fine or term of the suspension acting in his sole discretion.

## **SECTION 8. RESULTS MANAGEMENT**

### **8.01 – DETERMINATION OF A PRESENCE IN SAMPLE VIOLATION ON A PLAYER**

The Sample Collection Authority will confirm with the CFL Lawyer and CFLPA Lawyer any Adverse Analytical Findings that are reported by the Laboratory, in cases where a Player has not been previously approved for a Therapeutic Use Exemption for a Prohibited Drugs and Methods.

Adverse Analytical Findings on Players that have previously violated the CFL/CFLPA Policy will also be reported to the CFL and CFLPA.

Such confirmations will be made in writing and will accompany a copy of the Certificate of Analysis within ten (10) days of the Sample Collection Authority receiving the Certificate from the Laboratory.

For the purpose of the CFL/CFLPA Policy, a Certificate of Analysis from an Accredited Laboratory is prima facie evidence of the test result and is proof of the statements contained in the certificate.

### **8.02 – INFORMING THE PLAYER OF AN ADVERSE ANALYTICAL FINDING**

Upon receiving notification of an Adverse Analytical Finding and a copy of the Laboratory Certificate of Analysis, the CFLPA Lawyer will have five (5) days to inform the Player and will document in the Player's file, the date and time the Player was notified of his Adverse Analytical Finding and shall advise the Player on the procedures and timelines for appealing the findings and/or requesting the examination and analysis of the "B" sample.

### **8.03 – DISPUTES**

Any dispute concerning the application, interpretation or administration of this CFL/CFLPA Policy shall be resolved exclusively and finally through the following procedures:

#### **8.03.1 – ARBITRATOR**

On or before May 1 in any given year, the CFL and CFLPA shall jointly appoint an independent arbitrator to preside over all appeals requested by a Player pursuant to the CFL/CFLPA Policy. Such appointment shall be for a period of three years commencing on June 6 and ending on June 5, provided that either the CFL or CFLPA, acting in their sole discretion, may unilaterally elect to terminate the appointment of an individual serving as the independent arbitrator upon sixty (60) days written notice to the other party. In the event of such early termination, the CFL and CFLPA shall jointly appoint another individual to act as the independent arbitrator pursuant to the CFL/CFLPA Policy.

In the event that the parties are unable to agree on the appointment of an independent arbitrator as provided for herein, then The Honourable Neil C. Wittmann, Chief Justice of the Court of Queen's Bench for Alberta, shall be directed to appoint an independent arbitrator on behalf of the

CFL and CFLPA, acting in his sole discretion but on terms of compensation acceptable to the CFL, acting reasonably.

The CFL and CFLPA agree that Richard H. McLaren shall be appointed as the independent arbitrator to preside over all appeals requested by a Player pursuant to the CFL/CFLPA Policy for the period commencing on the date of execution of the CFL/CFLPA Policy and ending on June 5, 2014.

#### 8.03.2 – PLAYER’S RIGHT TO APPEAL

Any Player who is notified by the CFL that he is subject to a suspension for violation of the terms of this CFL/CFLPA Policy, may appeal such discipline directly to the Arbitrator.

Any Player who is denied a Therapeutic Use Exemption by a Designated Medical Officer may appeal such decision directly to the Arbitrator.

A Player must indicate his desire to appeal in writing within seven (7) days of receiving notice from the CFL and CFLPA (in the case of a fine or suspension) or a Designated Medical Officer (in the case of a denial of an application for a Therapeutic Use Exemption). A Player will be given fifteen (15) days following submission of his notice of appeal to present to the Arbitrator his reasons for appealing the relevant decision. This shall be known as the appeal period.

Appeals made to the Arbitrator must also be accompanied with a \$500 Administrative Fee. In the event that a Player’s appeal is successful, the \$500 Administrative Fee shall be refunded.

A Player’s request to appeal a suspension or denial of a Therapeutic Use Exemption will not be considered until full payment of the Administrative Fee has been received by the Arbitrator. Such requests, including payment, must be made within the specified period of time.

The Arbitrator must inform the Player, the Commissioner of the CFL, the President of the CFLPA, the CFL Lawyer, and the CFLPA Lawyer in a timely manner, of the decision of a Player to appeal his suspension or denial of a Therapeutic Use Exemption.

#### 8.03.3 – “B” SAMPLE ANALYSIS

Any Player who wishes to appeal or has already launched an appeal with the Arbitrator can request, at his expense, to have his B sample promptly analyzed by a WADA accredited Laboratory. Such requests must be made to the Arbitrator in writing when notifying the Arbitrator of his intent to appeal. The Arbitrator will, in turn, notify the Sample Collection Authority, CFL, and CFLPA of such request.

Any subsequent reports prepared by the Laboratory will be issued to the Sample Collection Authority, who in turn, will forward such reports to the CFL and the CFLPA. It can take up to ten (10) days for the accredited Laboratory to report on a Player’s B sample.

At the time a Player requests to have his B sample analyzed, a Player can also request to be present or to have a representative present at the accredited Laboratory for the opening of his B

sample. The Director of the accredited Laboratory will appoint a representative for the Player in the absence of such requests. The Arbitrator or his representative can also be present during the B sample opening. Individuals that are present at the accredited Laboratory during the B sample opening will be asked to verify the integrity and security of the sample at the time of opening.

Once notified of a Player's wish to have his B sample opened by the Arbitrator, the Sample Collection Authority will confirm a convenient date and time set by the Laboratory for the B sample opening with the CFL and CFLPA.

#### **8.03.4 – REQUEST FOR ADDITIONAL TIME TO PREPARE AN APPEAL**

No later than three (3) days before the end of the initial appeal period granted to the Player, the Player may request additional time from the Arbitrator, in order to prepare his or her appeal. Such requests must be made in writing to the Arbitrator. In doing so, the Player must provide the Arbitrator with reasons for requesting more time.

A Player may be given up to an additional thirty (30) days to finalize his or her appeal.

Any additional time granted to a Player by the Arbitrator must be communicated to the Player, the CFL Lawyer and the CFLPA Lawyer in a timely manner following the decision.

#### **8.03.5 – CONDUCT OF APPEALS BEFORE THE ARBITRATOR**

The Arbitrator will set the time and date of the appeals hearing and shall make it known to the Player. The appeals hearing should be set as soon as is reasonable after the Player's appeal period ends (e.g. within fifteen (15) days). A Player may be accompanied by counsel and present relevant evidence or testimony in support of his appeal.

The Arbitrator will make his decision known to the Player, to the Commissioner of the CFL and to the President of the CFLPA within seven (7) days after the hearing by way of a written report. The report of the Arbitrator will constitute a full, final and complete disposition of the appeal, including the issues argued on appeal by the Player, and which will be binding on all parties.

The Commissioner of the CFL and the President of the CFLPA has three (3) days to formally notify the Player, by written notice, of any resulting disciplinary action and the applicable dates being imposed, as a result of the decision of the Arbitrator.

Only the Commissioner of the CFL and the President of the CFLPA will be entitled to publicly comment on the decision of the Arbitrator.

#### **8.03.6 – EFFECT OF PENDENCY OF AN APPEAL**

A disciplinary action (including any requirement to participate in an assessment and clinical evaluation) that has been appealed by a Player, will not take effect until completion of the Player's appeal.

The pendency of an appeal shall not excuse a Player from compliance with any other aspect of this CFL/CFLPA Policy.

#### 8.03.7 – PROCEDURAL DISPUTES

The Arbitrator shall have exclusive and final authority to resolve all issues affecting the presentation of appeals and the conduct of appeals, including the timing and location of the hearing, the timeliness of appeals, access to information, and the relevance of evidence.

All issues affecting the conduct of appeals that are known to either party to an appeal hearing must be resolved at least two (2) days prior to commencement of the appeal hearing.

#### 8.03.8 – COSTS

The fees and expenses incurred by the Arbitrator shall be paid by the CFL.

The CFL and CFLPA shall be responsible to pay their own respective costs, including without limitation legal fees and expenses, for all matters relating to the CFL/CFLPA Policy including the conduct of appeals.

## **SECTION 9. REHABILITATION**

### **9.01 – PLAYER SUBSTANCE ABUSE COUNSELLING**

#### **9.01.1 – SUSPENDED PLAYER**

If a Player is suspended by the CFL pursuant to the terms of this CFL/CFLPA Policy, such Player must participate in an assessment and clinical evaluation, to determine whether a counselling program would be recommended. Such programs would be made available to the Player by the Substance Abuse Counselling Organization, in consultation with the CFLPA. The program would be tailored to meet the specific needs of the Player and may include, but is not limited to, the following:

- a) counselling from medical personnel or substance abuse experts;
- b) remedial education that provides various information including alternatives to the use of performance enhancing substances; and
- c) community service, including speaking to other Players or members of the public about the dangers of using Performance Enhancing Drugs in sport.

While the CFL and the CFLPA highly recommend that a player take advantage of the opportunity to receive counselling assistance, it is at the sole discretion of the player whether he chooses to avail himself of this service. Participation in counselling would be kept confidential by the Substance Abuse Counselling Organization.

#### **9.01.2 – PRIOR VOLUNTARY DISCLOSURE OF SUBSTANCE ABUSE**

A Player who voluntarily and in good faith admits to having a problem regarding the use of Performance Enhancing Drugs to the CFLPA President or CFLPA Lawyer, will be invited to participate in an assessment and clinical evaluation.

Players shall be protected from the offences which are outlined in the CFL/CFLPA Policy, prior to obtaining the assistance he needs, as long as that Player agrees to have his name divulged to the CFL Lawyer by the CFLPA President or CFLPA Lawyer, and is willing to participate and cover any additional expenses that may be associated with a treatment program that is recommended and prescribed by the Substance Abuse Counselling Organization.

A Player will become subject to mandatory testing once he has commenced a treatment program. That Player must remain drug-free during his treatment program or will be subject to the disciplinary actions outlined in Section 7.

If the Player continues to participate with his Team following his disclosure and throughout his treatment program, such a Player remains subject to doping control pursuant to the CFL/CFLPA Policy. If tested prior to commencing his treatment program, the Player will be protected from the relevant disciplinary actions that follow a violation of the CFL/CFLPA Policy.

## APPENDICES

### APPENDIX A – GLOSSARY

The words and expressions which appear in the glossary should be understood as they are defined for the use of the present anti-doping policy, unless contra-indicated by the applicable context.

**Adverse Analytical Finding:** A report from a World Anti-Doping Agency accredited Laboratory that, consistent with the International Standards for Laboratories or related Technical Documents, identifies in a sample the presence of a performance enhancing drug, metabolites or markers (including elevated quantities of endogenous substances – those substances capable of being produced by the body naturally) on the CFL Prohibited List or evidence of the use of a performance enhancing drug on the CFL Prohibited List.

**Arbitrator:** An individual jointly appointed by the CFL and CFLPA to adjudicate appeals requested by a Player pursuant to the CFL/CFLPA Policy.

**Attempt:** Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of a violation of the CFL/CFLPA Policy. Provided, however, there shall be no violation of the CFL/CFLPA Policy based solely on an attempt to commit a violation if the person renounces the attempt prior to it being discovered by a third party not involved in an attempt.

**Chaperone:** An official who is trained and authorized by the Sample Collection Authority to carry out specific duties including notification of the player selected for sample collection, accompanying and observing the player until arrival at the Drug Testing Station, and/or witnessing and verifying the provision of the sample where the training qualifies him/her to do so.

**Designated Medical Authority:** A medical professional jointly appointed by the CFL and CFLPA for the sole purpose of reviewing and deciding upon an application for a Therapeutic Use Exemption.

**Drug Testing:** The process including test distribution planning, sample collection and handling and laboratory analysis.

**Drug Testing Station:** The location where the sample collection session is conducted.

**Failure to Comply:** A failure to comply with the requirements of the performance enhancing drug policy.

**Marker:** A compound, group of compounds or biological parameters that indicates the use of a performance enhancing drug or method.

**Metabolite:** Any substance produced by a biotransformation process.

**No Advance Notice:** A drug test which takes place with no advance warning to the player and where the player is continuously chaperoned from the moment of notification through sample provision.

**Player:** For purposes of drug testing, any individual who is party to the terms of a CFL standard player contract, practice roster agreement, or other agreement which allows him to participate in a CFL game or practice.

**Performance Enhancing Drug:** Any substance or method so described on the CFL Prohibited List.

**Public Disclose or Public Report:** To disseminate or distribute information to the general public or persons beyond those persons entitled to earlier notification in accordance with the CFL.

**Random Testing:** Selection of a player for testing where the players are selected on a random basis for drug testing during a game or a practice.

**Sample:** A urine or blood sample collected for the purposes of drug testing.

**Sample Collection Authority:** An independent organization contracted by the CFL and CFLPA to conduct any part of the sample collection process.

**Sample Collection Officer:** An official who has been trained and authorized by the Sample Collection Authority with delegated responsibility for the on-site management of a sample collection session.

**Sample Collection Personnel:** A collective term for qualified officials authorized by the Sample Collection Authority who may carry out or assist with duties during the Sample Collection Session, especially Chaperones and Sample Collection Officers.

**Sample Collection Session:** All of the sequential activities that directly involve the player from notification until the Player leaves the Drug Testing Station after having provided the Sample(s).

**Target Testing:** Selection of Players for testing where a specific Player or Players are selected on a non-random basis for drug testing at a specified time.

**Therapeutic:** Of or relating to the treatment of a medical condition by remedial agents or methods; or providing or assisting in a cure.

**Use:** The application, ingestion, injection or consumption by any means whatsoever of any performance enhancing drug or method.

**APPENDIX B – SAMPLE COLLECTION PROCESS**

1. Upon reporting to the Drug Testing Station following his notification to provide a Sample, the selected Player may be asked to provide photo identification.

Note: Once notified for doping control, a Player will be chaperoned until and after he reports to the Drug Testing Station or given a specified time to report to the Drug Testing Station.

2. The Player will be handed a form and asked to complete it prior to reporting to the Drug Testing Station or he will be required to provide the Sample Collection Officer with any relevant information upon arrival to the Drug Testing Station.
3. Once the Player is ready to provide his sample, he will be asked to choose a sealed urine collection vessel from an available selection and to verify that the container has remained intact and has not been damaged.
4. The Player will open the sealed container once he reaches the toilet and will be asked to provide a specific minimum amount of urine while being observed by a member of the Sample Collection Personnel.

Note: When providing a Sample, the Witnessing Officer must have an unobstructed view of the passing of the urine from the Player. In order to accomplish this, the Player will be asked to lower his trousers to his mid thighs and lift his sweater to his mid chest.

5. The Player will return to the Drug Testing Station with his Sample, where he will be asked to divide his Sample by pouring it into two separate "A" and "B" bottles, which he will have chosen as part of a kit, in advance.

Note: Once the Player is asked to close the bottles, his Sample will have been sealed, secured and identified with a unique sample code number that is engraved on the bottles.

6. Before being excused from the Drug Testing Station, the Player will be asked to sign the form used to record the sample code number, the time his sample was sealed, the date of the Sample Collection Process, as well as personal information of the Player.
7. Following the Sample Collection Process, the Sample/s collected by the Sample Collection Officer/s will be placed in a transportation bag and their sample code number/s recorded on a Chain of Custody Form. The Sample/s as well as a copy of the Form will be forwarded to the testing laboratory.

Note: At no time during and after the Sample Collection Process or through the documentation provided, will the name of the Player be shared or provided to the testing laboratory. The sample code number, which appears on the bottles used to secure the Player's Sample, will be used to associate the Player to his Sample.

APPENDIX C – ANNUAL TESTING FREQUENCY

SEASON	Annual % of Players Tested* <i>* Excluding mandatory tests and target testing required under the CFL/CFLPA Policy, which shall be additional</i>
2011-12	25
2012-13	30
2013-14 and future years	35

**APPENDIX D – CFL PROHIBITED LIST**

Performance-Enhancing Drugs, Stimulants and Masking Agents

acetazolamide	famprofanzone	nandrolone
adrafinil	fenbutrazate	nikethamide
adrenaline	fencamfamin	norandrostenedione
alpha-reductase inhibitors	fencamine	noretiocholanolone
amfepramone	fentylline	norboletone
amlloride	fenfluramine	norclostebol
amiphenazole	fenproporex	norethandrolone
amphetamine	fluoxymesterone	norfenefrine
amphetaminil	formebolone	norfenfluramine
androstendiol	fulvestrant	octopamine
androstendione	furazabol	ortetamine
benzphetamine	furfenorex	oxabolone
bolandiol	furosemide	oxandrolone
bolasterone	gestrinone	oxilofrine
boldenone	heptaminol	oxymesterone
boldione	hydroxytestosterone	oxymetholone
bromantan	human growth hormone	parahydroxyamphetamine
bumetanide	indapamide	pemoline
calusterone	isometheptene	pentetrazol
canrenone	levmethamphetamine	phendimetrazine
carphedon	meclofenoxate	phenmetrazine
cathine	mefenorex	phenpromethamine
chlorothalidone	mephentermine	phentermine
clenbuterol	mesocarb	plasma expanders
clobenzorex	mestanolone	prolintane
clomiphene	mesterolone	propylhexedrine
clostebol	metolazone	prasterone
cropropamide	metenolone	probenecid
crozetamide	methamphetamine	prostanazol
cyclazodone	methandienone	quinbolone
cyclofenil	methandriol	selegiline
danazol	methasterone	sibutramine
dehydrochlormethyltestosterone	methylamphetamine	spironolactone
desoxymethyltestosterone	methyldienolone	stanozolol
dihydrotestosterone	methylenedioxyamphetamine	stenbolone
dimethylamphetamine	methylendedioxymethamphetamine	strychnine
drostanolone	methylephedrine	testosterone
ephedrine	methyl-1-testosterone	tetrahydrogestrinone
epitestosterone	methylphenidate	tibolone
etacrynic acid	methylnortestosterone	thiazides
etamivan	methyltrienolone	trenbolone
ethylestrenol	methyltestosterone	triamterene
etilamphetamine	mibolerone	zeranol
etilefrine	modafinil	zilpaterol

## **Appendix “C”**

### **List of Arbitrators**

1. Mr. Chief Justice Neil Wittmann (West)
2. Mr. E. E. Palmer, Q.C. (East)
3. David Russell Percy (West)
4. Mr. Kevin Burkett (East)

## Appendix "D"

### Physical Tests

1. Flexibility ..... Shoulders.....lying face down  
Hamstring.....sit and reach  
Heel Cord .....squat with heels down
  
2. Vertical Jump ..... Standing
  
3. Bench Press ..... Body Weight in 30 seconds
  
4. Cybex Test ..... Hamstring and Quadriceps
  
5. Dips and Chins..... Maximum
  
6. Stress Test ..... To test cardiovascular fitness

## **Appendix “E”**

**C.F.L. Constitution**

**C.F.L. By-Laws**

**C.F.L. Regulations**

(CFL CONSTITUTION - DOC #E5785456  
CFL BY-LAWS – DOC. #E5785455  
CFL REGULATIONS – DOC. #5785458)



Canadian Football League Constitution  
June 1, 2010



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**ARTICLE 1 - NAME**

1.01 The League shall be an unincorporated non-profit association called the "Canadian Football League."

1.02 For the purposes of this Constitution:

- (a) "Blackout Area" means the geographical area within one hundred and twenty kilometres (120 KM) of the city limits of the city in which a game is being played, or the entire province of Saskatchewan in the case of a game played within that province, as it applies to a signal transmitted by conventional television, or fifty-six kilometres (56 KM) if the signal is carried by cable television;
- (b) "Board of Governors" means the government of the League, consisting of one voting representative from each member;
- (c) "Commissioner" means the Chief Executive Officer of the League, in whose name and on whose authority the Office of the Commissioner functions;
- (d) "Franchise" means the right granted by the League to a member to operate a professional football club in a designated area;
- (e) "Franchise Area" means the city in which the member is located and plays its home games and includes the surrounding territory to the extent of two hundred kilometres (200 KM) in every direction from the corporate limits of such city;
- (f) "Franchise Certificate" means the document issued by the League to confirm that the holder has the right to operate a professional football club in a designated franchise area;
- (g) "Gross Gate" means the total proceeds from the sale of tickets actually sold or issued for any and all games for which payment has been received or is receivable in cash or in kind;
- (h) "Home Club" means the member at whose stadium a game is played;
- (i) "Intellectual Property" means the ownership vested in a member by the League of such intangibles as team name, team colours, trademarks and the right to use them;
- (j) "League Television Rights" means the right vested in the League by the members to sell or assign, on behalf of the members, the rights of members to televise all League sanctioned games, Divisional playoff games and the National Championship Grey Cup Game, and shall include, inter alia, regional television rights and rights from conventional and cable television;
- (k) "Local Television Rights" means the rights to a game not selected as part of a League Television Rights package, and not in conflict with League Television Rights;
- (l) "Management Council" means the body responsible for League operations and consisting of one voting representative from each member;
- (m) "Primary Blackout" means the blackout area applicable to a game being played within the blackout area;

- (n) "Secondary Blackout" means the blackout area applicable to a game being played outside the blackout area at the same time that a game is being played within the blackout area;
- (o) "Territorial Limits" means the geographical area in which the member has exclusive rights to develop domiciled Players and conduct training programs;
- (p) "Territorial Right" means the exclusive right of a member to the playing services of a Player of junior age domiciled within its territorial limits; and
- (q) "Visiting Club" means a member whose team is playing a game at the stadium of another member.

**ARTICLE 2 - OBJECTS AND MISSION**

2.01 The objects for which the League is organized are:

- (a) To promote the common interests of the members of the League; and
- (b) To promote the interests of Canadian professional football.

2.02 The League shall not be operated for profit.

2.03 The mission of the League is to produce a distinctively Canadian football product of the highest quality, which is built upon and reflects the traditions of the past, and at the same time is progressive in outlook and relevant to the circumstances of the present and future. In accomplishing this mission, the League recognizes that it has responsibilities to the general public, to Players and officials, and to its franchise holders to manage its affairs in a professional manner so as to:

- (a) Present an exciting product on a continuing basis;
- (b) Strive continually for both excellence of play and competitive balance throughout the League;
- (c) Provide for the equitable treatment, safety and well-being of Players and officials;
- (d) Provide financial returns appropriate to the need for continuing stability of the franchises; and
- (e) Maintain the highest integrity in all matters.

**ARTICLE 3 - MEMBERSHIP**

3.01 Membership in the League shall be limited to the members of the League enumerated in Article 3.03 and such new members as may thereafter be duly admitted, each member being the owner of a professional football club.

3.02 A franchise certificate shall be issued by the League to each member and shall be conclusive evidence of the membership of its owner in the League and shall remain the property of its owner until forfeited or transferred as herein provided. The franchise certificate shall state that its owner holds a franchise from the League to operate a professional football club in a designated franchise area.

3.03 A franchise certificate shall be issued to each of the following members:

The Montreal Alouettes Football Club Company	Montreal, Quebec
Blueco Limited Partnership	Toronto, Ontario
Hamilton Tiger-Cats Football Club (2003) Corp.	Hamilton, Ontario
Winnipeg Football Club	Winnipeg, Manitoba
Saskatchewan Roughrider Football Club Inc.	Regina, Saskatchewan
CS Limited Partnership	Calgary, Alberta
Edmonton Eskimo Football Club	Edmonton, Alberta
B.C. Lions Football Club Inc.	Vancouver, B.C.

for their respective areas. Each member is required to provide to the League the information mentioned in Article 3.05(a), (3), (4), (5) and (6).

3.04 Any person, association, partnership, society, corporation or other entity of good repute organized for the purpose of operating a professional football club shall be eligible for membership.

3.05 (a) Each applicant for a new membership shall make a written application to the Commissioner. Such application shall describe the type of organization and shall designate the city in which the franchise of the applicant shall be located; such application shall further describe and contain the following information:

- (1) The names and addresses of all persons who do or shall own any interest or stock in the applicant, together with a statement that such persons will not own or hold such interest or stock for the benefit of any undisclosed person or organization;
- (2) An audited balance sheet of such company as of the date of organization and a pro forma statement as of the time it shall commence actual operation. An audited financial statement or other assurance of financial responsibility satisfactory to the Commissioner shall be required from the applicant and from anyone owning an interest in any applicant, including stockholders and partners;
- (3) If the applicant is a corporation, a certified copy of the Articles of Incorporation and By-Laws or Memorandum and Articles of Association shall accompany such applicant provided, however, if the organization of such corporation has not been commenced or completed a detailed statement summarizing the proposed plan of operation and the capital structure thereof shall be furnished;

- (4) If the applicant is a partnership, unincorporated association or other entity, a certified copy of the partnership or organization agreement shall accompany such application;
  - (5) The names and addresses of all officers and directors; and
  - (6) Each application shall contain a representation that upon acceptance, the applicant will subscribe to and agree to be bound by the Constitution, By-Laws, Rules and Regulations of the League and any amendments or modifications thereof and that the same shall not be open to review in any Court.
- (b) Each application for a new membership shall be accompanied by a certified cheque for One Hundred Thousand Dollars (\$100,000). Upon approval of any application for membership, an additional fee to be determined by the Board of Governors shall be paid to the League. If any application for admission is rejected, the League shall repay to the applicant the sum of Fifty Thousand Dollars (\$50,000) paid by the applicant at the time of such application, less all expenses reasonably incurred in connection with the consideration and investigation of such application.
- (c) Upon receipt of any application for a new membership in the League, the Commissioner shall conduct such investigation thereof as deemed to be appropriate. Following the completion of such investigation, the Commissioner shall submit the application to the Board of Governors together with a recommendation thereon, and such information thereon that the Commissioner deems pertinent. Each proposed owner or holder of any interest in a membership, including stockholders in any corporation, must be individually approved by the Board of Governors; approval of the new membership and of all persons owning any interest therein shall be effective if approved by the affirmative vote of not less than seventy-five percent (75%) of the members voting thereon.

3.06 Any member of the League may withdraw from membership either:

- (a) By selling, assigning, or transferring its membership upon the terms and conditions set out in the Constitution; or
- (b) By delivering to the Commissioner a written notice of its intention to withdraw from membership stating the date upon which the withdrawal is to be effective provided that such effective date shall not be within three (3) years of the date of delivery of such notice nor between February 1<sup>st</sup> and December 31<sup>st</sup> of such year, except with the unanimous consent of all members. Upon the effective date the withdrawal shall be completed by the withdrawing member surrendering its franchise certificate, making full payment of any and all dues, assessments or other debts owing to the League, and any other members, and assigning to the League, or its nominee, all Player contracts and the lease of its playing field if and to the extent the lease is assignable; or
- (c) By paying to the League the sum of Three Million Dollars (\$3,000,000).

3.07 Membership in the League shall be automatically terminated whenever:

- (a) A member, or any partner therein, makes an assignment for the benefit of creditors, an assignment in bankruptcy or whenever a receiver, receiver-manager, agent or trustee in bankruptcy is appointed in respect of a material portion of the assets of the member or of any person holding an interest in a partnership member;
- (b) A member disbands its team in any year between January 1<sup>st</sup> and the date in that year when its team is eliminated from further competition in league play; and
- (c) A member disbands its business organization or ceases to carry on its business, as defined by the Board of Governors, in that the member:
  - (1) Fails to meet an obligation to the League within the time specified, and a notice of default from the Chairman and Commissioner has been given to the member in writing, with a copy to all other members; or
  - (2) Fails to meet an obligation for which the League is ultimately responsible whether or not the League has actually paid such obligation, or whether or not the obligation is due or payable by the League and a notice of default from the Chairman and Commissioner has been given to the member in writing, with a copy to all other members; or
  - (3) Fails to meet an obligation to the member's Player for which the League would be ultimately responsible, whether or not the League has actually paid such obligation, or whether or not that obligation is due or payable by the League and a notice of default from the Chairman and Commissioner has been given to the member in writing, with a copy to all other members.

which termination shall become effective seven (7) business days after service of such notice pursuant to sub-paragraph (1) or (2) of this paragraph (c), or three (3) business days after service of such notice pursuant to sub-paragraph (3) of this paragraph (c) of this Article 3.07;

- (d) A member's franchise is revoked.
- 3.08
- (a) In the event that a member shall be conducting its affairs in a manner harmful to the League, any other member, or the Commissioner on the Commissioner's own initiative, may give written notice with full particulars of the matters of complaint to all members and the Commissioner:
  - (b) Upon such notice being given to the Board of Governors, the Commissioner shall place the item on the agenda for the first League meeting to be held more than fifteen (15) days after the date such notice was given, or such other meeting called by the Commissioner for the purpose of dealing with the complaint;
  - (c) Upon receipt of such notice, the Commissioner shall either personally investigate all matters of complaint or appoint a committee of four (4) members of the Board of Governors to so investigate. The representative on the Board of Governors of the member complained against shall not be appointed to such committee. If the complaint was initiated by the Commissioner a committee shall be appointed to conduct the investigation:

- (d) The report of the investigation shall be considered at the same League meeting as the complaint:
  - (e) Any four (4) members may, not less than five (5) nor more than thirty (30) days after the adjournment of the League meeting at which the complaint and report of the investigation thereof were considered, give Notice of Motion in writing to all members that the franchise of the member complained against be revoked or that the member be required to dispose of or transfer such of its assets as the Notice of Motion may designate and surrender its franchise to the League and, at the same time, require the Chairman, pursuant to Article 7.21, to convene a meeting of the League to consider and dispose of the Notice of Motion:
  - (f) The motion pursuant to Article 3.08 (e) shall be effective if adopted by the affirmative vote of at least seventy-five percent (75%) of the members voting and if there has been material compliance with the provisions of Article 3.08: and
  - (g) Notwithstanding Article 7.22, the Commissioner may call a meeting of the Board of Governors for the purposes of this Article 3.08 on such notice as the Commissioner deems appropriate.
- 3.09 (a) Upon the revocation of a member's franchise or upon any other termination of membership the following shall occur:
- (1) The lease of the playing field or interest of the member therein, if and to the extent that the lease or interest is assignable, shall, upon demand of the Board of Governors be assigned to the League or its nominee, provided, however, that the assignment of said lease to the League shall first be approved by the affirmative vote or written consent of not less than seventy-five percent (75%) of the members voting; said lease shall thereafter be handled or disposed of in such a manner as the remaining League members, by the affirmative vote of not less than seventy-five percent (75%) of the members voting shall decide.
  - (2) Title to all Players' contracts of the terminated member and title to all Players of such terminated member and any interest or right to such Players and contracts shall, if demanded by the Board of Governors, be assigned to the League or its nominee, provided that such assignments are first approved by the affirmative vote of not less than seventy-five percent (75%) of the members voting; said Players and contracts so acquired shall thereafter be handled and disposed of within the League in such a manner as the remaining Member Clubs by the affirmative vote of not less than seventy-five percent (75%) of the members voting shall decide.
  - (3) All interest of the terminated member in and to any funds or property of the League, or any right or interest therein, shall cease.
  - (4) For the purposes of the assignments referred to in Article 3.09(a) (1) and (2), such assignments shall be deemed to have been effected upon the giving of notice by the League in accordance with Articles 3.09(a) (1) and (2) and no further act of the member shall be required to effect such assignments.

- (b) Whenever a member is required by the League to dispose of or transfer any of its assets or any shareholder, partner or holder of any interest in a Member Club is required by the Club to sell or dispose of shares or an interest in a membership in the League by reason of suspension or other involuntary termination, such sale or disposition must be completed within sixty (60) days after such action has been ordered. If such assets, stock or interest are not sold or disposed of within sixty (60) days then the price and other terms of sale or disposition shall be fixed by mutual agreement between the person affected and the Commissioner; if such cannot be accomplished by mutual agreement, then the price and other terms shall be fixed by arbitration with one arbitrator to be selected by the Commissioner and the other by the affected holder of the stock or interest. If within five (5) days the two arbitrators cannot agree on the price and terms, then the two arbitrators shall select a third arbitrator and the decision of the majority of the arbitrators shall be binding on all parties. If any person required to name an arbitrator fails to do so, or if the two arbitrators cannot agree on a third arbitrator, then such arbitrator in either case shall be named by the Commissioner.
- 3.10 Subject to the provisions of Article 3.17 hereof ownership of a membership, or an interest therein which, in the opinion of the Commissioner, constitutes or affects control of such membership, may not, directly or indirectly be sold, assigned or otherwise transferred or dealt with, in whole or in part, except in accordance with and subject to the following procedure:
- (a) Application for approval of a sale, transfer or assignment of a membership or of any interest therein, must be made in writing to the Commissioner. Upon receipt of such application the Commissioner may require from applicant and applicant shall furnish such information as the Commissioner may require including:
- (1) The names and addresses of each of the buyers, transferees or assignees thereof;
  - (2) The price to be paid for such sale, transfer or assignment, and the terms of payment, including a description of the security for any unpaid balance, if any;
  - (3) A banking reference for each buyer, transferee, or assignee; or
  - (4) If the buyer, transferee or assignee is a corporation, a certified copy of the Articles of Incorporation and By-Laws or Memorandum and Articles of Association thereof, together with the names and addresses of the directors and officers thereof, the names and addresses of the shareholders therein and the prices paid or to be paid and the time of payment for said shares, a copy of any proposed voting trust agreement and of any voting trust certificates or other arrangements, if any, affecting control of the membership.
- (b) Upon receipt thereof, the Commissioner shall conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner may approve the proposed transfer or may submit it to the Board of Governors together with a recommendation thereon, and all information in respect thereto that the Commissioner deems pertinent. All sales, transfers or assignments shall only become effective if approved by the affirmative vote of not less than seventy-five percent (75%) of the members voting thereon.

- (c) If any person owning or holding a membership, or an interest therein, by stock ownership or otherwise, dies, such membership or interest therein may be transferred to a member of the "immediate family" of the deceased without requiring the consent or approval of the members of the League or the Commissioner thereof; similarly, if any person owning or holding a membership or an interest therein, by stock ownership, or otherwise, seeks to transfer such membership or an interest therein, by gift, such membership or the interest therein may be transferred to the donee if the donee is a member of the "immediate family" of the donor; in such event, consent to or approval of the members of the League or the Commissioner shall not be required to complete such transfer. The "immediate family", for the purpose of this paragraph, shall mean the spouse, child, mother, father, brothers and sisters, or any other lineal descendant of the deceased or donor. In all other cases involving death or transfers by gift, any person succeeding to a membership or an interest therein, whether by gift, will, intestacy, or otherwise, must be first investigated by the Commissioner in such manner as the Commissioner deems appropriate. Upon the completion thereof, the Commissioner shall submit such succession or transfer to the membership for approval and shall accompany the same with a recommendation thereon; such succession or transfer shall not be effective unless first approved by the affirmative vote of not less than seventy-five percent (75%) of the members.
- (d) With respect to any application by any member of the League, or any person having any interest in any member of the League pursuant to the provisions of this Article 3.10, the Commissioner shall have the right prior to the granting of any approval thereof, and the Board of Governors shall have the right prior to the granting of any approval thereof, to levy and be paid a fee with respect to such application in an amount determined in the sole discretion of the Commissioner or the Board of Governors, as the case may be, necessary or expedient in the opinion of the Commissioner or the Board of Governors, as the case may be, to cover all reasonable expenses of the Commissioner and/or the Board of Governors, as the case may be, (including the estimated cost of legal or other professional fees paid or to be paid by the Commissioner and/or the Board of Governors, as the case may be) with respect to such application.
- 3.11 Ownership of a part interest in a membership, which part interest does not constitute or affect control of such membership, may be sold, assigned or otherwise transferred or dealt with upon notification to the Commissioner provided the buyer, assignee or transferee is already a holder of a part interest in the membership and will not acquire control of the membership through such purchase, assignment or transfer.
- 3.12 The owner of a non-voting interest or part interest in a membership may sell, transfer or assign or deal with such non-voting interest or part interest in a membership to a person who is not already an owner of an interest in the membership upon notification to the Commissioner.
- 3.13 Subject to the provisions of Article 3.17 hereof, ownership of a voting interest or a part interest in a membership, which interest or part interest does not constitute control of such membership, may be sold, assigned or otherwise transferred or dealt with to a purchaser, assignee or transferee who is not already, directly or indirectly, the owner of a voting interest or a part interest in the membership only upon application to the Commissioner, who shall follow the procedure outlined in paragraph (b) of Article 3.10, and who may require the applicant to submit the information required under paragraph (a) of the said Article 3.10.

- 3.14 A new member acquiring its membership by transfer from another member shall succeed to the interest of the transferor in and to the funds, property, rights, and interests of the League and shall not be obligated to make the capital contribution required under Article 3.05(b) hereof.
- 3.15 Each Member Club, and each and all of the owners, officers, stockholders, directors or partners therein, as well as any other person owning any interest in such Member Club, assumes and agrees to be bound by the following obligations of membership in the League:
- (a) They, and each of them, shall be bound by and will observe all decisions of the Commissioner in all matters within the jurisdiction of that office;
  - (b) They, and each of them, shall be bound by and will observe all decisions, rulings and action of the Board of Governors in every matter within its jurisdiction;
  - (c) They, and each of them, waive any and all claims or demands, whether for damages or otherwise, which they, or any of them, might now or hereafter possess against the Commissioner individually or in his official capacity, as well as against the League or any employee thereof, and against any Member Club or any officer, director, owner, stockholder, or partner thereof, or the holder of any interest therein, in connection with or by reason of any decision, ruling or action of the Commissioner or the Board of Governors, in reference to any matter within their respective jurisdictions;
  - (d) They, and each of them, shall include in every contract between any Member Club and its employees, including coaches and Players, a clause wherein the parties to such contract agree to be bound by the Constitution and By-Laws of the League;
  - (e) That after becoming a member of the League, the primary purpose of the corporation, partnership or other entity shall at all times be and remain the operation of a professional football team as a Member Club of the League, and such primary purpose shall not be changed;
  - (f) That copies of all proposed amendments to their Articles of Incorporation and By-Laws or Memorandum and Articles of Association shall be submitted in advance of adoption to the Commissioner and certified copies thereof, after adoption, shall be filed with the Commissioner; and
  - (g) They, and each of them, agree to be bound by all of the terms and provisions of the Constitution and By-Laws of the League as now or hereafter in effect.
- 3.16 Notwithstanding the foregoing, the Board of Governors may impose such further and other conditions and requirements, not inconsistent herewith, as it may deem proper as conditions of admission to membership or to an interest in a membership.
- 3.17 Article 3.10 and Article 3.13 hereof are not applicable to any proposed sale, assignment or transfer of up to a ten percent (10%) interest in a membership or in the Equity Securities of a corporation, partnership or other entity that owns a membership if such Equity Securities are (i) registered pursuant to Section 12 of the United States Securities Exchange Act of 1934, as amended; or (ii) listed on the Montreal Stock Exchange, the Toronto Stock Exchange or the Vancouver Stock Exchange, or

traded on an organized securities exchange or non-exchange market designated by the Commissioner unless the effect of any such sale, assignment or transfer is or may be to change the ownership or effective control of such membership or corporation, partnership, or other entity that owns a membership. For the purpose of this Article 3.17, the term "Equity Securities" shall be and mean (i) any securities which have a general right to vote in the election of directors, general partners or other managers of a member, (ii) any securities or other property which by their terms are convertible into or exchangeable for Equity Securities, and (iii) warrants or options to purchase Equity Securities.

**ARTICLE 4 - FRANCHISE AREAS AND THE DIVISIONS**

- 4.01 Whenever two (2) members are located and hold franchises for League cities within four hundred kilometres (400 KM) of each other, measured from the exterior corporate limits of each city, then territorial rights of each member with respect to the territory between the two (2) franchise holders shall only extend to and include an area of one-half of the distance between such cities.
- 4.02 The League shall have exclusive control of the conduct of football games by Member Clubs including the playing rules subject to the rights hereinafter granted to members.
- 4.03 Each member shall play its home regular league and playoff games within its respective franchise area provided that, subject to Article 4.05, such games may be played outside its respective franchise area with the prior written consent of the Commissioner. Pre-season games may, subject always to Articles 4.05 and 12.06, be played outside the franchise areas of the participating clubs but any such game proposed to be played outside Canada shall require the prior written consent of the Commissioner.
- 4.04 No member shall have the right to transfer its club or franchise outside of its Franchise Area except with the prior approval of the Board of Governors in accordance with the following procedure.
- (a) Application to relocate must be made in writing to the Commissioner. The application shall identify the proposed new location and the stadium in which the member proposes to play its home games, and shall be accompanied by a certified cheque in the sum of Fifty Thousand Dollars (\$50,000) to defray the costs of the investigation of the application. Following the disposition of any application the Commissioner shall repay to the applicant the sum of Fifty Thousand Dollars (\$50,000), less all expenses reasonably incurred in connection with the investigation of the application;
  - (b) No application to relocate may be made after the first day of December preceding the season in which the proposed relocation is to take effect. Within ten (10) days of the receipt of an application to relocate, the Commissioner shall refer the application to a Committee to investigate the application. The Committee shall be appointed by the Chairman of the Board of Governors and shall consist of no fewer than three (3) Governors or Alternate Governors. Within sixty (60) days from the Commissioner's receipt of the application, the Committee shall report to the Board of Governors with respect to the results of its investigation and its recommendations as to whether the application should be granted or denied. The recommendation of the Committee shall be based solely and exclusively upon the following factors:
    - (1) Whether the Committee is satisfied that the member seeking to transfer its franchise has demonstrated, prior to submitting the application that:
      - A. Current attempts to make the franchise succeed in its incumbent location have been unsuccessful; and
      - B. No other bona fide, qualified ownership group has come forward, or is likely to come forward, within a reasonable period of time to purchase the franchise and operate it in its incumbent location.

- (2) Whether the proposed new location can support a franchise in the League or, if the proposed new location is within the existing Territory of a member, whether the proposed new location can support another franchise. In evaluating this factor, the Committee shall consider: age distribution; existing and projected markets for radio, broadcast television, cable television and other forms of audio-visual transmissions of League games; the size, quality and location of the stadium in which the member proposes to play its home games; and the presence, history and popularity in the proposed new location of other professional sports teams and major college/university football teams.
- (3) Whether the applicant has demonstrated that it will be able to successfully operate a team in the proposed new location. In evaluating this factor, the Committee shall consider the applicant's present and projected financial condition and resources and its past performance in operating a team in the League.
- (4) Whether the proposed relocation is likely to have an adverse effect upon the League's ability to market and promote CFL football on a North America-wide basis in a diverse group of geographic markets.
- (5) Whether the proposed new location presents particular disadvantages for the operating of the League such as by creating significant travelling or scheduling difficulties or because of adverse provincial, state or local laws or regulations.
- (6) Whether other members, in addition to the applicant, are interested in transferring their franchises to either the incumbent location or to the proposed new location, or whether there are persons or entities interested in obtaining expansion franchises in the incumbent location or the proposed new location. In any such event:
  - (a) Except as otherwise provided herein, all applicants shall follow the procedures set forth in this Article. All additional applications to establish a CFL team in the incumbent location or in the proposed new location for the season to which the initial application relates shall be made within thirty (30) days of the Commissioner's receipt of the initial application referred to in paragraph (a), and the sixty (60) day period provided for in paragraph (b) of this Article shall be extended to no longer than thirty (30) days after the Commissioner's receipt of the initial application;
  - (b) The Committee appointed pursuant to this Article shall investigate each of the applications and shall recommend which of the applications, if any, should be granted. In reaching its recommendation, the Committee shall consider all factors listed in sub-paragraphs (1) to (9) of paragraph (b) of this Article and shall also consider:
    - (i) Which applicant is likely to operate most successfully in the proposed respective locations, or otherwise best serve the interests of the League; and
    - (ii) In the case of a proposed expansion franchise, whether the interests of the League would best be served expanding the number of

- (iii) Members in the League. The Expansion Committee shall be canvassed for its views on this matter.
- (7) The impact of the proposed transfer on the regional, geographic and international balance of the League.
  - (8) The impact of the proposed transfer (if any) on League television revenues.
  - (9) The degree to which the intended new location falls within the criteria and the strategic plans of the League with regard to possible expansion sites.
- (c) The Committee is empowered to require from the applicant, and applicant shall furnish, such information as the Committee deems appropriate for the conduct of its investigation. The Committee may engage consultants or other experts to assist it in the investigation of the application and may also request such additional information from the Commissioner as the Committee may deem appropriate for the conduct of its investigation. All information supplied to the Committee pursuant to this paragraph shall be made available to the applicant, and the applicant shall be afforded an opportunity to appear before the Committee to present whatever additional information or arguments the applicant desires. Any other Governor or representative may also appear before the Committee to present whatever information or arguments such Governor desires.
- (d) The Committee shall also consider the matter of what transfer or expansion fees should be payable in connection with any application submitted pursuant to the provisions hereof. In considering this matter and formulating a recommendation to the Board of Governors, the Committee may take account of the following factors:
- (1) The existence at the time of the application of any unpaid balance for past expansion or transfer fees payable by the applicant;
  - (2) Expansion or transfer fees paid by the applicant in connection with prior applications;
  - (3) The prevailing expansion (franchise) fees in place at the time of the application; and
  - (4) What is fair and equitable in the circumstances, taking into account the interests of the League as a whole and each of its members, including the applicant.
- The Committee may also recommend to the Board of Governors any specific arrangements it sees as fair and appropriate with respect to the applicant's entitlement to any other expansion or transfer fees to which the League may become entitled.
- (e) The report and recommendation of the Committee shall be delivered to each Member of the Board of Governors. A meeting of the Board of Governors shall be called by the Chairman to consider the Committee's report and recommendation, which meeting shall be held no sooner than seven (7) days and no later than thirty (30) days following delivery of the Committee's report and recommendation. The applicant shall be afforded an opportunity to appear before the Board of Governors to present whatever information or arguments the applicant desires. Such transfer shall only be effective if approved by the affirmative vote of not less than sixty-six and two thirds percent (66 2/3%) of the members voting. The vote of each Governor on

the proposed relocation shall be based solely and exclusively upon the factors listed in subparagraphs (1) to (9) of paragraph (b) of Article 4.04.

- 4.05 Each member shall have the exclusive right within its Franchise Area to conduct professional football games played by teams of the League. No other member of the League shall be permitted to play games in the Franchise Area of a member, except games with the home club and except the Grey Cup Game, without the prior consent of the home club. No franchise shall be granted for operation within a Franchise Area which overlaps the Franchise Area of a member without the unanimous consent of the members.
- 4.06 The League shall be divided into two (2) Divisions: said Divisions shall be known as the Eastern Division and the Western Division, respectively.

The members in each Division are as follows

Eastern Division		Western Division	
1.	<i>Montreal Alouettes</i>	1.	<i>Saskatchewan Roughriders</i>
2.	<i>Toronto Argonauts</i>	2.	<i>Calgary Stampeders</i>
3.	<i>Hamilton Tiger-Cats</i>	3.	<i>Edmonton Eskimos</i>
4.	<i>Winnipeg Blue Bombers</i>	4.	<i>British Columbia Lions</i>

The Division to which each Member Club is assigned and in which its teams shall engage, and the composition of each Division shall not be changed, extended, or modified, without the approval of the members of the League. Such approval, for the purposes of this Article, shall require the affirmative vote of not less than seventy-five percent (75%) of the members voting.

- 4.07 The territorial limits assigned to the Member Clubs in Canada by the League as of September 9<sup>th</sup>, 2002 are as follows:
- (a) Montreal – The Province of Quebec with the exception of that portion situated within one hundred and twenty kilometres (120 KM) of the Peace Tower in Ottawa;
  - (b) Toronto – The City of Toronto; the Regional Municipalities of Peel, Waterloo and York; the Towns of Oakville and Halton Hills in the Regional Municipality of Halton; the City of Oshawa and the Towns of Ajax, Pickering and Whitby in the Regional Municipality of Durham; the Counties of Bruce, Dufferin, Grey, Huron, Lambton, Perth, Simcoe and Wellington, all in the Province of Ontario;
  - (c) Hamilton – The Cities of Hamilton and Greater Sudbury; the Districts of Algoma, Cochrane, Nipissing, Sudbury, and Timiskaming; the Regional Municipalities of Haldiman-Norfolk and Niagara; the City of Burlington and the Town of Milton in the Regional Municipality of Halton; the Counties of Brant, Elgin, Essex, Kent, Middlesex and Oxford, all in the Province of Ontario;
  - (d) Winnipeg – The Province of Manitoba;
  - (e) Saskatchewan – The Province of Saskatchewan;

- (f) Calgary – The southern portion of the Province of Alberta, being that area south of the 52<sup>nd</sup> parallel latitude;
- (g) Edmonton – The northern portion of the Province of Alberta, being that area north of the 52<sup>nd</sup> parallel latitude; and
- (h) B.C. - The Province of British Columbia.

The North West Territories and the territories of Yukon and Nunavut; the Districts of Kenora, Rainy River and Thunder Bay in the Province of Ontario are open to all Member Clubs of the Western Division.

**ARTICLE 5 - FINANCE**

- 5.01 Whenever moneys are required to meet the expenses of the League within the budget approved by the Board of Governors, the Commissioner shall request and each member shall forthwith contribute equally its share of the required moneys.
- 5.02 Save as hereinafter expressly provided for, whenever the League is in possession of moneys in excess of its reasonable short term requirements, the same shall be distributed equally to the members.
- 5.03 The net revenues from the sale of League Television Rights shall be divided equally among the members. *The net revenues from the sale of local television rights shall be divided equally between the League and the member in whose local market the game is televised, with the League share to be divided equally among those members not receiving revenue from the sale of local television rights in their respective areas.*

In the event of conflict between League Television Rights and local rights to the same game, the League Television Rights shall be deemed to prevail.

- 5.04 The net revenues from the Division Playoffs and the Grey Cup Game including, without limitation, revenues from the sale of rights applicable exclusively to the Grey Cup Game, shall be pooled and distributed to the members as follows:
- (a) A sum certain in the amount of Sixty Thousand Dollars (\$60,000) shall be paid to the member winning the Grey Cup Game;
  - (b) A sum certain in the amount of Forty Thousand Dollars (\$40,000) shall be paid to the member competing in, but not winning, the Grey Cup Game;
  - (c) A sum certain in the amount of Thirty Thousand Dollars (\$30,000) shall be paid to each of the members competing in, but not winning, their respective Division Final Games;
  - (d) A sum certain in the amount of Twenty Thousand Dollars (\$20,000) shall be paid to each of the members competing in, but not winning, their respective Division Semi-Final Games; and
  - (e) The balance in the pool shall be divided equally among all members of the League.
- 5.05 Any two (2) of the signing officers of the League shall be authorized to draw cheques and to transact any necessary business with the League's banker. The Chairman, Vice-Chairman, Commissioner, Treasurer and any other persons from time to time appointed by the Board of Governors shall be the signing officers of the League.
- 5.06 Any and all revenue received by the League as an advance payment on account of a right assigned by the League on behalf of the Member Clubs shall be placed in a trust bank account for distribution, including interest thereon, to the Member Clubs within seven days after the first game of the regular season schedule of the year to which such advance payment applies.
- 5.07 Any and all revenue related to the Grey Cup Game received by the host Club on behalf of the League shall be deposited in a League trust bank account as received by the host Club.

- 5.08 The League shall withhold from revenues distributable to each Member Club at the conclusion of the fiscal year an amount, to be determined by the Board of Governors, which shall be allocated to a segregated account and administered by the League on behalf of the Member Clubs. Such funds shall be used as directed by resolution of the Board of Governors to retire outstanding obligations of a Member Club incurred following the end of the playing season, arising from Player pensions, medical premiums and arbitration decisions, and charged against that Club's share of the fund. Prior to the opening of the regular season schedule the fund shall be dissolved and the proceeds distributed to each Member Club in an amount determined by its share of the residual balance.

**ARTICLE 6 - TELEVISION**

- 6.01 Transmission of the television signal of a game by a transmitter situated within one hundred and twenty kilometres (120 KM) of the city limits of the city in which the game is being played, or within the Province of Saskatchewan in the case of a game played within that Province, shall not be permitted without the unanimous consent of the members unless tickets to attend the game have been sold to the extent of ninety percent (90%) of the capacity of the stadium not later than forty-eight (48) hours prior to the advertised start time for the game.
- 6.02 Simultaneous exhibition of the television signal of a game by closed circuit within one hundred and twenty kilometres (120 KM) of the city limits of the city in which the game is being played shall not be permitted unless with the unanimous consent of the members, except that a member shall be entitled to permit the exhibition of a signal of a home game by closed circuit in the stadium or in the immediate area of the stadium where the game is being played for the viewing by persons who have purchased tickets to attend the game.
- 6.03 Delayed exhibition of the television signal of a game by any means within one hundred and twenty kilometres (120 KM) of the city limits of the city in which the game has been played shall not be permitted within nine hours following the start time of that game or prior to midnight of that day, whichever occurs first, unless with the unanimous consent of the members.
- 6.04 Exhibition of the television signal of a game by any means within one hundred and twenty kilometres (120 KM) of the city limits of a city during the time that another game is being played in that city shall not be permitted unless with the approval of the member within the area of which the signal is proposed to be exhibited.
- 6.05 Exhibition of the television signal of a game by means of pay cable television within fifty six kilometres (56 KM) of the city limits of the city in which the game is being played shall not be permitted unless with the unanimous consent of the members.
- 6.06 The Board of Governors shall, by annual resolution determine:
- (a) Which portion of the total rights fee received for conventional television shall be applied to blackout compensation;
  - (b) The base price for a home game blackout lift in any particular blackout area; and
  - (c) The total number of home game blackout lifts to be permitted in a calendar year, on the understanding that if fewer than this number of blackouts are lifted the Compensation Pool will be adjusted accordingly, while if more than the said number are requested the League will have the right to request an increase in the size of the Pool.

**ARTICLE 7 - BOARD OF GOVERNORS**

- 7.01 Except as otherwise expressly provided in the Constitution or By-Laws the government of the League is vested in the Board of Governors.
- 7.02 The Board of Governors shall be composed of one (1) representative from each club. Each Member Club may appoint two (2) alternate representatives who will be permitted to attend executive meetings but will not be permitted to speak without authorization from the Chair unless the regular representative is absent in which event an alternate shall have the same authority as the regular representative. Each Member Club shall notify the Commissioner in writing each year of the names of its representatives and two (2) alternates and shall further advise the Commissioner in writing of any changes in the representative or alternates during the course of the said year.
- 7.03 At any meeting of the Board of Governors each member of the Board shall have one (1) vote. Each member of the Board of Governors shall have full power to bind the Member Club so represented.
- 7.04 Each Governor and alternate must be either the owner or holder of an interest in, or a director or officer of, the Member Club so represented.
- 7.05 In case any vacancy occurs in the Board of Governors it shall be filled by the Member Club affected by the vacancy.
- 7.06 The Board of Governors is empowered, at any duly constituted meeting, to:
- (a) Impose a fine, not to exceed Fifty Thousand Dollars (\$50,000), on a disciplinary matter referred to it by the Commissioner;
  - (b) Amend the Constitution and By-Laws as herein provided;
  - (c) Borrow in the name of the League from any bank or trust company such sum or sums of money as it may from time to time deem necessary or appropriate and to authorize the signing officers to make and deliver in the name of the League a promissory note or notes evidencing any such loan and to pledge as security thereof any stocks, bonds or other securities owned by the League;
  - (d) Suspend or remove any officer of the League elected pursuant to the provisions of Article 7.10 and terminate any contract between such officer and the League where, after notice and hearing, it finds that such officer has been convicted of a crime, or is physically or mentally incapacitated from performing the duties of the office held, or has failed or refused to abide by the Constitution and By-Laws of the League, or has failed or is unwilling to perform such duties, and that any one of the aforementioned matters is detrimental to the best interest of the League;
  - (e) Fill any vacancy occurring between Annual Meetings for any cause whatsoever in any office or committee of the League, other than a vacancy on the Board of Governors or Management Council;

- (f) Fix the salaries or other payments to be made to officers of the League and define and modify their duties;
  - (g) Appoint Committees of the League and assign to such Committees, with power to delegate, such of its powers and functions as it may by resolution determine; and
  - (h) Appoint a Chief Operating Officer who shall perform such duties as assigned by the Commissioner.
- 7.07 The Board of Governors shall have the power and duty, which may be delegated pursuant to Article 7.06(g), to investigate and resolve any matter referred to it in writing by the Commissioner or any Member Club.
- 7.08 Any action by the Board of Governors shall be by resolution passed by the affirmative vote of the specific number of members hereby required, pursuant to the provisions of this Constitution, for a particular action. Any resolution agreed to by telephone, facsimile or letter shall have the same effect as if duly passed at a regularly constituted meeting by the proper majority required to pass such resolution.
- 7.09 The Board of Governors may from time to time adopt, amend and repeal such By-Laws, not inconsistent with the Constitution, as it may deem necessary or expedient and the By-Laws of the League in effect upon the adoption of this Constitution shall continue in full force and effect as if adopted hereunder.
- 7.10 The Board of Governors may elect from its own members a Chairman, or may appoint a Chairman not associated with a Member Club, who shall preside at all meetings of the Board of Governors.
- 7.11 The Board of Governors shall elect from its own members a Vice-Chairman.
- 7.12 In the event of the death, resignation or removal from office of the Commissioner, the Chairman shall succeed to the office of Commissioner provided that while as Commissioner the provisions of Articles 10.03 and 10.12 shall not apply and the powers under Article 10 shall be exercised under the direction of a committee of three appointed by the Board of Governors within fourteen (14) days of the death, resignation or removal from office of the Commissioner.
- 7.13 The Vice-Chairman shall be elected for a term of one (1) year and shall have the powers and perform the duties of the Chairman in the event of the Chairman's inability to act. In the event of the death, resignation or removal from office of the Chairman, the Vice-Chairman shall succeed to the office of Chairman.
- 7.14 On the recommendation of the Commissioner, the Board of Governors shall appoint a Secretary and a Treasurer of the League. The offices of Secretary and Treasurer may be held by the same person, and in either case be accountable to the Commissioner in the performance of such duties.
- 7.15 The Secretary shall:
- (a) Be appointed for a term of not less than one (1) nor more than three (3) years;

- (b) Keep records of meetings of the League and its committees;
- (c) Attend all League and committee meetings when required but have no vote;
- (d) Perform such other duties as may be assigned by the Commissioner; and
- (e) Have no financial interest, direct or indirect, in any professional football club.

7.16 The Treasurer shall:

- (a) Be appointed for a term of not less than one (1) nor more than three (3) years;
- (b) Be the custodian of all moneys belonging to the League and shall deposit them in the name and to the credit of the League;
- (c) Present to the League at each Annual Meeting an audited statement of all income and expenses and a balance sheet showing the financial condition of the League, and shall, whenever else required by the Board of Governors, present to it an account of all financial transactions of the League;
- (d) Present to the League at each Grey Cup Meeting a budget for the ensuing year which shall first have been approved by the Commissioner;
- (e) Pay all accounts of the League after approval by the Commissioner;
- (f) Perform such other duties as may be assigned by the Commissioner; and
- (g) Have no financial interest, direct or indirect, in any professional football club.

7.17 It shall be a condition of the Treasurer's election and continued tenure of office that, at the League's expense, a fidelity bond in form acceptable to the Commissioner shall be obtained and kept in force in favour of the League in the sum of One Hundred Thousand Dollars (\$100,000).

7.18 The Chairman, Vice-Chairman, Chief Operating Officer, Secretary or Treasurer and their heirs, executors and administrators, and estate and effects, respectively shall from time to time and at all times, be indemnified and saved harmless out of the funds of the League, which failing, out of the funds of the Clubs, from and against;

- (a) All costs, charges and expenses whatsoever which they respectively sustain, or incur in or about any action, suit or proceeding which is brought commenced or prosecuted against them, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by them in or about the execution of the duties of their respective offices or in respect of any such liability; and
- (b) All other costs, charges and expenses which they respectively sustain, or incur in or about or in relation to the affairs of the League, except such costs, charges or expenses as are respectively occasioned by their own willful neglect or default.

7.19 A meeting of the Board of Governors shall constitute a meeting of the League.

- 7.20 The Board of Governors shall meet not later than April 15<sup>th</sup> in any year, at a time and place to be chosen by the Chairman, which meeting is designated the Annual Meeting.
- 7.21 The Chairman or, in absence or incapacity of the Chairman, the Vice-Chairman may convene a meeting of the League at any time and shall convene such meeting on the written request of the Commissioner or of four (4) or more members of the Board of Governors.
- 7.22 Notice calling a meeting shall be sent by the Secretary to all representatives and alternates of the Board of Governors, Chairman, Vice-Chairman, Commissioner, Treasurer and to the President of each Member Club. Such notice shall also specify the time and place of the meeting and shall be dispatched by mail at least twenty (20) days prior to the date fixed for the meeting. An agenda shall be forwarded to the same persons not later than ten (10) days prior to the date fixed for the meeting.
- 7.23 The Annual Meeting shall:
- (a) Receive the reports of the Chairman, the Commissioner, the Treasurer, the Auditor and the Committees;
  - (b) Elect the Chairman and the Vice-Chairman for the ensuing year;
  - (c) Appoint an Auditor, a Secretary and a Treasurer;
  - (d) Appoint Committees; and
  - (e) Conduct such other business as may be placed on its agenda by the Chairman, the Commissioner, the Treasurer or any Member Club.
- 7.24 At any meeting of the League, the following shall be the order of business:
- (a) Minutes of preceding meeting;
  - (b) Unfinished business;
  - (c) Applications for membership;
  - (d) Report;
  - (e) Communications;
  - (f) New Business;
  - (g) Elections;
  - (h) Appointments; and
  - (i) Adjournment.
- 7.25 A quorum for any League meeting shall be at least seventy-five percent (75%) of the Board of Governors. If within one-half (1/2) hour of the time appointed for the meeting a quorum is not

present, the meeting shall stand adjourned to the next day at the same time and place and the Secretary shall, by telegram, so notify the absent members of the Board of Governors and the President of each Member Club represented by an absent member and if, within one-half (1/2) hour of the time appointed for the adjourned meeting a quorum is not otherwise present, the members present shall constitute a quorum.

- 7.26 The Constitution and By-Laws except as herein provided may be amended at any League meeting provided that notice of the proposed amendments has been sent to the Secretary at least fifteen (15) days prior to the date fixed for the meeting. The Secretary shall include copies of such notices with the agenda distributed pursuant to Article 7.22.
- 7.27 (a) Articles 4.01, 4.02, 4.03, 4.04, 4.05 and 4.06 of Article 4, Article 7.27 of Article 7 and Article 13 shall be amended only by a resolution passed by the affirmative vote of all members of the Board of Governors at a meeting duly called for the purpose of considering such amendment(s), the notice calling such meeting having stated the intention that an amendment to such Article(s) be proposed and acted upon;
- (b) Any other amendment of the Constitution shall be effected only by a resolution passed by the affirmative vote of not less than seventy-five percent (75%) of all the members of the Board of Governors voting at a meeting duly called for the purpose of considering such amendment; and
- (c) Unless otherwise herein expressly provided, any matter arising for decision by the Board of Governors shall be decided by the affirmative vote of not less than sixty-six and two thirds percent (66 2/3%) of the members voting at a duly constituted meeting.
- 7.28 The Chairman of a meeting of the Board of Governors shall not have a casting vote in the capacity of Chairman.
- 7.29 This Constitution may be suspended by a unanimous vote of the Board of Governors.

**ARTICLE 8 - MANAGEMENT COUNCIL**

- 8.01 The Management Council shall be responsible for the operation of the League pursuant to the By-Laws and Regulations.
- 8.02 The Management Council shall be composed of one representative from each Member Club. Each Member Club may appoint a reasonable number of alternates in addition to its representative. Only one representative of a Member Club will be permitted to attend any meeting of the Management Council. Each Member Club shall notify the Commissioner in Council prior to the second Thursday in February each year the names of its representative and alternates to serve the period commencing immediately after the Annual Meeting that year and ending immediately after the Annual Meeting the following year. A Member Club may change its representative or add to or remove its alternates at any time by notice in writing to the Commissioner.
- 8.03 At any meeting of the Management Council each member shall have one vote. Each member shall have full power to bind the Member Club he represents in connection with all items coming within the jurisdiction of the Management Council.
- 8.04 A quorum for any meeting of the Management Council shall be at least ten (10) members. If within one-half (1/2) hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the next day at the same time and place and the Commissioner shall, by telegram so notify the absent representatives of the Management Council and the President of each Member Club represented by an absent representative and if, within one-half (1/2) hour of the time appointed for the adjourned meeting a quorum is not otherwise present, the representatives present shall constitute a quorum.
- 8.05 The Commissioner shall be the chairman of the Management Council and will be responsible for and provide a method of proper recording of the minutes of meetings.
- 8.06 A meeting of the Management Council shall be convened at the call of the Commissioner or on the written request of the Chairman of the Board of Governors or on the written request of four (4) or more members of the Management Council. Notice calling all meetings shall be sent to the members at least fifteen (15) days prior to the date fixed for such meeting with an agenda identifying the items to be discussed.
- 8.07 Any matter decided by the Management Council will be carried on the basis of a sixty-six and two thirds percent (66 2/3%) vote, including adoption, amendment or repeal of a By-law or Regulation except that:
- (a) An amendment to paragraphs 1, 2, 3 or 4 of Section 8 of the By-Laws; or
  - (b) A determination pursuant to paragraph 1(b) of Section 8 of the By-Laws; or
  - (c) A resolution requiring a financial commitment in excess of Twenty-Five Thousand Dollars (\$25,000) per Member Club for a single expenditure; or

- (d) A resolution which increases the collective financial commitments by all Member Clubs in a single calendar year to an amount in excess of Three Hundred Thousand Dollars (\$300,000);

shall require the approval of the Board of Governors, which may accept or reject the amendment, or determination, or resolution, in whole or in part. Amendment or repeal of the By-Laws or Regulations will not be effective if inconsistent with the Constitution.

- 8.08 Any resolution presented for action at a duly constituted meeting of the Management Council must be properly presented to the Commissioner and circulated to the Member Clubs fifteen (15) days in advance of such meeting.
- 8.09 The Commissioner may submit resolutions on behalf of the Commissioner's office at any duly constituted meeting of the Management Council and may have in attendance staff members or outside consultants to speak in support of such resolutions.
- 8.10 The Commissioner may authorize Member Clubs the use of staff members or outside consultants to support specific resolutions at properly constituted meetings of the Management Council.
- 8.11 Staff members and outside consultants permitted to attend meetings of the Management Council pursuant to Articles 8.09 and 8.10 above will only be permitted to be present during the periods in which the resolutions on which they are to speak are being discussed by the Management Council.
- 8.12 Any resolution unanimously agreed to by telephone, telegram, telex or letter shall have the same effect as if duly passed at a properly constituted meeting by the proper majority required to pass such resolution.
- 8.13 With a seventy-five percent (75%) vote the Management Council can petition the Board of Governors to amend the Constitution. Amendment of the Constitution under such circumstances is not obligatory upon the Board of Governors.

**ARTICLE 9 - COMMITTEES**

- 9.01 Any committee appointed by either the Board of Governors or the Management Council may, at the request of the members of either the Eastern or Western Division, consist of an equal number of members from each Division.
- 9.02 A committee shall select a Chairman from its members.
- 9.03 At a meeting of any such committee, except the Rules Committee, a member shall have one (1) vote, including the Chairman, but the Chairman shall have no casting vote.
- 9.04 Subject to the provisions of Article 7.27 of Article 7 of the Constitution a majority vote shall decide any question or matter arising for decision and, in the event of a tie vote, the question or matter under discussion shall be referred back to the Board of Governors or the Management Council, whichever appointed the committee, for decision, except in the case of the Rules Committee where, in the event of a tie vote, the rule under consideration shall remain as it was prior to the vote being taken.
- 9.05 Minutes of each Committee shall be expeditiously circulated to Member Clubs, the League's Chairman, Vice-Chairman and Commissioner as well as to Committee members.

**ARTICLE 10 - THE COMMISSIONER**

- 10.01 The Board of Governors shall, by the affirmative vote of not less than seventy-five percent (75%) of the members voting select and employ a person of unquestioned integrity to serve as Commissioner of the League for a term of not less than one (1) nor more than ten (10) years and shall determine the term and compensation of employment.
- 10.02 The Commissioner shall be Chief Executive Officer of the League and discharge all duties imposed by this Constitution and the By-Laws, or as may be required by the Board of Governors from time to time, and shall formulate for presentation to the Board of Governors or the Management Council policies and plans for the benefit of football in general, and the League in particular, upon the initiative of the Commissioner's office or under direction of the Board of Governors or the Management Council, and in addition, shall have the right to propose an amendment or modification to the Constitution of the League by submitting the same in writing to the Board of Governors, not later than fifteen (15) days prior to the date fixed for a meeting of the Board of Governors, and furthermore, shall have the right to propose an amendment or modification to the By-Laws of the League by submitting the same in writing to the Management Council not later than fifteen (15) days prior to the date fixed for a meeting of the Management Council.
- 10.03 The Commissioner shall attend all League Meetings and be an ex officio member of all League Committees but shall have no vote.
- 10.04 The Commissioner shall be responsible for:
- (a) The registration of all contracts, assignments or other documents respecting the right of members to the services of Players, and shall have charge of the operation, general supervision and direction of the League's negotiation and draft lists, waiver procedures and all other roster matters.
  - (b) 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, official, 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.
  - (c) The dissemination of information on League policies and practices, and may delegate to others the responsibility for release of details on performance statistics, Player personnel matters and general business of the League. The release of confidential information by any unauthorized person shall be subject to discipline pursuant to Articles 7.06 (a) and 10.06 of this Constitution.
- 10.05 The Commissioner shall hear and finally decide any dispute between Member Clubs over the contracts or other claims for the service of Players, and any dispute between Member Clubs which may be referred by one or more of the disputing parties.
- 10.06 For the maintenance of discipline the Commissioner shall have the power to fine in an amount not exceeding Twenty-Five Thousand Dollars (\$25,000), 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 (10) 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.

- 10.07 For the maintenance of discipline, the Commissioner shall have the power to fine, in an amount not exceeding Twenty-Five Thousand Dollars (\$25,000), a Member Club for breach of any requirement of the Constitution, By-Laws, Regulations or any proper orders, for conduct, actions, or behaviour of any employee or team executive that, in the opinion of the Commissioner, brings disrepute to the League or the game of football, for failure to file complete documentation relating to compensation paid or payable to a Player under contract, or for failure to have a delegate attend any duly called meeting of the Board of Governors or Management Council. The maximum fine amount, referred to in this Article 10.07, shall not apply to fine amounts assessed pursuant to Articles 15 or 16 of the Constitution.
- 10.08 If the Commissioner, after notice and hearing, determines that a person employed by or connected with the League or a Member Club has bet money or any other thing of value on the outcome or score of any game or games played in the League, including inter squad or exhibition games, or has had knowledge of or has received an offer, directly or indirectly, to control, fix or bet money or any other thing of value on the outcome or the score of any such game or games and has failed to report the same promptly in writing to the Commissioner, the Commissioner may impose any or all of the following penalties:
- (a) Suspend such person for a specific or indefinite period or for life;
  - (b) Cancel such person's contract with the League or any Member Club;
  - (c) Order the sale by such person of shares or other interest in any Member Club and pending such sale appoint a trustee to exercise such person's rights in respect thereof;
  - (d) Impose a fine not exceeding the sum of Five Thousand Dollars (\$5,000).
- 10.09 The Commissioner shall have the authority to remit any fine or suspend any sentence imposed under this Article 10.
- 10.10 The Commissioner shall have the power and authority to issue orders and memoranda in connection with any and all matters within the responsibility of the Commissioner's office, the provision of which orders and memoranda shall be binding on all Clubs, their Players, coaches, employees, officers and executives unless altered or terminated by the next meeting of the Board of Governors.
- 10.11 If it is determined that any action requiring discipline involves a penalty greater than the maximum that the Commissioner is permitted to impose, the matter may be referred to the Board of Governors.
- 10.12 The Commissioner shall have no financial interest, direct or indirect, in any professional football club.
- 10.13 The Commissioner shall at the annual meeting establish a date before which the next succeeding year's schedule of games to be played in the regular season shall have been settled by the

Management Council and is empowered to determine all matters relating to the schedule which are not resolved at that date and finally to decide the schedule.

- 10.14 The Divisional Playoff Games and the Grey Cup Game shall be played under the supervision and control of the Commissioner who shall decide all questions arising in connection with the Game which are not specifically provided for in the Constitution, By-Laws or playing rules.
- 10.15 The Commissioner may, on behalf of the League, incur any expense which is judged necessary to conduct the ordinary business of the League within the budget voted by the Board of Governors, including the leasing of office space and the employment of staff and professional services but shall not however incur any extraordinary or capital expenditures without the specific prior approval of the Board of Governors.
- 10.16 The Commissioner shall be responsible for the marketing of all rights vested in the League by the Clubs from time to time.
- 10.17 Other than as elsewhere provided in this Constitution, all documents purporting to be documents executed for and on behalf of the League and purporting to be agreements binding upon the League shall be executed by the Commissioner.
- 10.18 The Commissioner and the heirs, executors and administrators and estate, respectively, of the Commissioner shall from time to time and at all times, be indemnified and saved harmless out of the funds of the League, which failing, out of the funds of the Clubs, from and against:
  - (a) All costs, charges, and expenses whatsoever which the Commissioner sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against the Commissioner, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted, in or about the execution of the duties of the office of Commissioner or in respect of any such liability; and
  - (b) All other costs, charges, and expenses which are sustained or incurred in or about or in relation to the affairs of the League, except such costs, charges or expenses as are occasioned by willful neglect or default.
- 10.19 For the purpose of monitoring the financial stability of a member the Commissioner may, from time to time, request the member to file with the Commissioner's office, in a form and style satisfactory to the Commissioner, financial statements covering all aspects of the member's operations and furthermore may, by formal notification to the member, establish a deadline by which such statements must be filed.

**ARTICLE 11 - CHAMPIONSHIP GAMES**

**A. Divisional**

11.01 The Board of Governors shall establish the format of the Divisional Championship Games including the basis on which the sites, dates, starting times and ticket prices are determined. The playoff arrangement in each division shall be as follows:

- (a) The third place team in each Division shall play in the semi-final game at the home of the second place team in that Division; and
- (b) The semi-final winner shall play in the Divisional Championship Game at the home of the first place team in that Division.

Notwithstanding paragraph (a), in the event that at the conclusion of the regular season schedule the fourth place team in one Division has a higher points standing than the third place team in the other Division, such fourth place team shall replace said third place team in the other Division semi final game.

11.02 Each Divisional Championship Game shall be promoted, conducted and staged by the home Club under the supervision and control of the Commissioner. The net revenue from any and all such games shall be for the account of the League and shall be pooled and distributed by the League among the members in the same proportions as provided for distribution of Grey Cup net revenue in Article 5.04 of Article 5 of this Constitution. For the purposes of this Article 11.02 "net revenue" shall be computed by deducting from all receipts from the sale of tickets the expense of any and all direct taxes, stadium rental, half-time entertainment, game officials, Player salaries, team travel and other expenses as approved by the Management Council from time to time.

11.03 Receipts from the grant of rights to produce and distribute the sale of game programs and from the grant of rights to broadcast the game by radio shall be for the account of the Home Club.

**B. Grey Cup**

11.04 The League Championship (Grey Cup Game) shall be determined annually in a single game to be played on the last Sunday in November, or such other date as the Board of Governors may decide, at the venue to be selected by the Board of Governors, between the playoff winners of the Eastern Division and the Western Division.

11.05 The host Member Club shall determine the prices to be charged for tickets to the League Championship Game for that year, subject to the prior written approval of the Commissioner.

**ARTICLE 12 - THE SCHEDULE**

- 12.01 The regular season schedule shall be determined pursuant to Article 10.13 of this Constitution as soon as possible but not later than January 31<sup>st</sup> in the year in which the games are to be played, in accordance with the following guidelines:
- (a) The regular season shall commence not earlier than the 22<sup>nd</sup> week preceding the established date for the Championship Game and shall conclude not later than the 21<sup>st</sup> day preceding the Championship Game;
  - (b) Not later than September 1<sup>st</sup> in the calendar year preceding the schedule year each Member Club shall inform the Commissioner which dates, if any, are not available for a game in its home stadium, and shall further advise which dates are most preferred for its home games;
  - (c) The Commissioner shall prepare, or cause to be prepared not later than December 15<sup>th</sup>, a draft schedule of games to be played by each Member Club and shall distribute a copy of the total schedule to each Member Club for its comments; and
  - (d) The Commissioner shall make the final determination after review of Club comments on each such draft so distributed.
- 12.02 Once the schedule has been determined the date of a game may be changed only by the Commissioner on appeal from a Member Club. The Commissioner shall take into consideration the reasons for the request, the length of time since the schedule was determined, and the views of the other competing Club and of any other party with whom the League has entered into agreement based on the final schedule, before forthwith deciding the matter, which decision shall be final.
- 12.03 Each Member Club shall play not less than eight (8) home games during its regular season schedule, and shall play not less than one home game and one away game against each of the other Member Clubs.
- 12.04 Any change in the number of home games to be played by each Member Club, or in the number of games to be played against each of the other Member Clubs, shall be effected only by the affirmative vote of not less than seventy five percent (75%) of the members voting thereon.
- 12.05 The Board of Governors shall cause a schedule of pre-season games to be prepared under the direction of the Commissioner. The Commissioner may establish a date by which such schedule shall be settled and is empowered to determine all matters not settled on that date and to finally determine the schedule of pre-season games.
- 12.06 In the pre-season schedule for any given year, each Club of the League shall play one pre-season game at home and one pre-season game away that year, it being understood that participation by a Club or by any Player members of a Club in an All Star game or games does not constitute a pre-season game.
- 12.07 Each home Club shall include in its season ticket package the ticket for one pre-season game per ticket at a price not less than eighty percent (80%) of the regular season single game price.

**ARTICLE 13 - CLUB AUTONOMY**

- 13.01 Subject only to the provisions of this Constitution and the By-Laws each member shall be and remain autonomous.
  
- 13.02 Each member shall retain its own property rights including but not limited to property rights in radio broadcasting and game films, with respect to home and away games, and game program production and sale with respect to home games, including in all instances pre-season, regular League and Division Playoff Games and its property rights in industrial property, provided that any member may transfer ownership of its trademarks to an entity that also holds the intellectual property rights of the Canadian Football League.

**ARTICLE 14 - RULES COMMITTEE**

14.01 The Rules Committee shall be appointed annually by the Board of Governors and shall consist of the following voting members:

- (a) One (1) member recommended by each Member Club;
- (b) Two (2) members recommended by the Commissioner from the Officiating Supervisory staff;  
and
- (c) One (1) member recommended by the Canadian Football League Players' Association.

In the event of the resignation or inability to serve of any member the Board of Governors shall appoint a replacement from among the Member Clubs, if such replacement is required under the provisions of paragraph (a) of this Article 14.01, or upon the recommendation of the Commissioner if under the provisions of paragraph (b) of this Article 14.01, or upon the recommendation of the Canadian Football League Players' Association if under the provisions of paragraph (c) of this Article 14.01.

14.02 A quorum shall consist of seventy-five percent (75%) of the voting members.

14.03 The Commissioner shall be the Chairman of the Rules Committee but shall have no vote.

14.04 The Secretary of the Rules Committee shall be appointed by the Board of Governors, shall attend all meetings, take minutes, and distribute same to the Rules Committee members but shall have no vote.

14.05 (a) The Rules Committee shall annually recommend to the Board of Governors the playing rules of the League and shall meet sufficiently in advance of the Annual Meeting to permit preparation of its recommendations for alterations or revisions of the existing rules and/or the adoption of new rules, if any, for the consideration of the Board of Governors on or before the Annual Meeting, provided however that any consideration of proposed rule changes by the Board of Governors will be subject at all times to the provisions of Article 14.05 (b);

(b) At any Annual Meeting of the Canadian Football League, any proposed change to any of the following rules shall be deemed to have been rejected by the Board of Governors in the event that any two or more members vote against the proposal:

- (1) Number of downs available to make a first down three (3).
- (2) Length and width of playing field (110 x 65 yards) and 20 yard end zones.
- (3) Number of Players eligible to be on field twelve (12).
- (4) Unlimited motion in Offensive Backfield.
- (5) Safety Touch.

- (6) "No Yards" rule, in that on a kick from scrimmage or an open field kick, the ball must be played and the kicking team must allow the receiving Player five yards in which to play the ball.
  - (7) One Yard restraining zone at the line of scrimmage.
  - (8) Single Point in the event the ball becomes dead in the end zone following a kick into the end zone including an unsuccessful field goal.
  - (9) Game Timing Rules, in particular, the provision that time in a period cannot expire between plays.
- 14.06 At any meeting of the Committee, each of the Members shall have one vote. A majority vote shall decide any question or matter arising for decision. In the event of a tie vote, the rule under consideration shall remain as it previously existed, unchanged, and no recommendation shall be made to the Board of Governors.
- 14.07 Upon election to membership on the Committee, a member shall be free to vote in accordance with that member's personal conviction resulting from a discussion by the Committee of the question or matters under consideration.
- 14.08 The agenda for the meeting of the Rules Committee shall be determined as follows:
- (a) On or before October 15<sup>th</sup>, the Commissioner as Chairman, shall ask each Member Club and Rules committee member for recommendations on rule clarifications, changes or innovations;
  - (b) Such recommendations, if any, shall be forwarded by the Clubs and Rules Committee members to the Commissioner on or before November 15<sup>th</sup>;
  - (c) All recommendations so received shall be distributed as soon as possible to the Clubs and Rules Committee members by the Commissioner with a request that the Clubs and members consider and forward to the Commissioner any comments on the recommendations; and
  - (d) A recommendation for a change in a playing rule which was rejected by the Rules Committee in the previous year cannot be considered again without the support of three (3) voting members.

**ARTICLE 15 - COMPETITIVE EXPENDITURES**

15.01 The Board of Governors shall, by annual resolution on a date set by the Board of Governors, establish:

- (a) The Salary Expenditure Cap (the "SEC"), which shall represent the maximum amount that a Member Club may expend in an annual period (an "SEC Year") on account of Defined Player Compensation (as defined herein) for all Active, Injured and Inactive Players under contract to a Member Club with the exclusive exception of Defined Player Compensation paid to Players while they are included on the Nine (9) game Injured List of a Member Club, such maximum amount to be expressed in Canadian currency. Any portion of Defined Player Compensation paid to a Player in American dollars shall be translated into Canadian dollars at the Bank of Canada Noon Exchange Rate (Eastern Standard Time) on the day said payment was made. An SEC Year shall run from January 1<sup>st</sup> until December 31<sup>st</sup>.

15.02 Non-discretionary monetary and non-monetary penalties are to be assessed by the Commissioner against a Member Club whose Defined Player Compensation exceeds the SEC prescribed for the SEC Year.

15.03 Subject to Article 15.04 herein, Defined Player Compensation shall mean the total compensation paid by a Member Club during each SEC Year to all Players on its roster (including the Active Roster, Injured Players Lists, Disabled Player List, Inactive Roster and the Practice Roster), including:

- (a) Paragraph 3 compensation in the Standard Player Contract;
- (b) All bonuses, including signing bonuses, roster bonuses, and allowable performance bonuses;
- (c) All compensation paid by the Member Club, or by any other person or entity to the knowledge of the Member Club, to Players for services other than practicing or playing professional football to the extent such compensation exceeds the reasonable fair market value for such services at the time they were performed;
- (d) All benefits, payments, gifts, free services, housing allowances, travel and items or services of value provided to Players; and
- (e) All other payments to Players including any payments made for the benefit of the Players.

15.04 Without limiting the generality of Article 15.03, Defined Player Compensation shall not include the following:

- (a) Benefits required to be paid or offered to Players by the League or the Member Clubs pursuant to any labour agreement between the League, the Member Clubs, and the Canadian Football League Players' Association, including benefits with respect to pre-season compensation, pension plan and travel allowances;
- (b) The value of playoff or Grey Cup game compensation, including regular payments to Practice Roster Players during the post-season period;

- (c) Gifts, free services, travel and items or services of value provided by Member Clubs to Players on their Active Roster, Injured Lists, Disabled List, Inactive Roster or Practice Roster, provided that such payments to an individual Player shall not exceed Two Thousand Dollars (\$2,000) in aggregate in a single SEC Year and such payments to all Players by a Member Club shall not exceed Ninety-two Thousand Dollars (\$92,000) in a single SEC Year;
  - (d) Payments required to be paid pursuant to the By-Laws or CBA to any Player(s) added to the Practice Roster pursuant to Section 8(12) of the By-Laws ("Thirty (30) Day NFL Cutdown Period");
  - (e) Compensation paid to Players while listed on the Nine (9) game Injured Players List, other than Players duly removed from the Nine (9) game Injured Players List in accordance with the CFL By-Laws;
  - (f) Compensation paid to Players for the reasonable fair market value of services other than practicing or playing professional football;
  - (g) The reasonable value of seven (7) days' lodging expense provided to each Practice Roster Player during the period from the commencement of the regular season to the end of the month in which the Club's season ends. This exemption cannot apply to the same Player twice within any given SEC Year; and
  - (h) Non-cash gifts not to exceed Five Thousand Dollars (\$5,000) provided to a Retiring Player having made an extraordinary contribution to the CFL and the Member Club or an Active Player having achieved a significant career milestone, provided that:
    - (1) The Member Club has applied for, and received, approval from the Commissioner prior to the provision or commitment of this gift to the Player; and
    - (2) The Member Club disclosed all material elements of the gift to the Commissioner in its application for approval. The Commissioner may deny this exemption in his sole discretion.
- 15.05 A Member Club (directly or indirectly through an owner, shareholder, employee, representative, or affiliate of the Member Club or any third party acting on behalf of the Member Club) shall not enter into agreements of any kind, express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind involving consideration of any kind to be paid, furnished or made available or guaranteed, with a Player (directly or indirectly) unless such agreement has been expressly included and is identifiable within the Standard Player Contract executed by such Player and disclosed to the Commissioner as required by Article 16 or the By-Laws.
- 15.06 The total amount of any signing bonus payable to a Player by a Member Club pursuant to any Standard Player Contract or other agreement shall be included as Defined Player Compensation during the SEC Year that such Standard Player Contract or agreement was executed and shall be paid in full by the Member Club to the Player within (thirty) 30 days after the end of the calendar year in which the Standard Player Contract is executed.
- 15.07 No Member Club shall be permitted to pay money or provide any other form of consideration to a representative or associate of a Player, including without limitation, an agent or any person

designated by the Player in writing to represent the Player, a relative of the Player, or any entity or other person acting on behalf of the Player.

- 15.08 Each Member Club shall be required to make its Defined Player Compensation information, for the immediately preceding regular season game and for the SEC Year to date, available to the Commissioner, by submitting electronically within one (1) week after the completion of the sixth and twelfth games, for the Six (6) game and Twelve (12) game SEC Game Reports, and within one (1) week after completion of the SEC Year, for the Eighteen (18) game SEC Game Report, an SEC Game Report in the form annexed hereto as Appendix 1.
- 15.09 The SEC Game Report shall include the following:
- (a) Game pay for all Players paid pursuant to all Standard Player Contracts, including Players on the Active Roster, Injured Lists, Disabled List, or Inactive Roster;
  - (b) Payments made to Players pursuant to all Practice Roster Agreements;
  - (c) Bonuses on an accrual basis, pursuant to the procedure set out in CBA Article 3.06 (Bonus Payments);
  - (d) Payments made by Member Clubs pursuant to CBA Articles 15.01 to 15.04 (Release of a Veteran Player);
  - (e) Payments paid or owing by Member Clubs arising from Paragraph 11 of a CFL Standard Player Contract, if the parties to the contract have mutually consented to provide for payment after termination; and
  - (f) All other forms of Defined Player Compensation.
- 15.10 The audited and non-audited financial statements of each Member Club prepared pursuant to CBA Section 30.03 (Recognition of Economic Conditions, Financial Statements), shall also be made available to the League as requested by the Commissioner.
- 15.11 In the event that a Member Club is found to have failed to submit any SEC Game Report pursuant to the provisions of this Article, the Commissioner shall issue a Notice of Non-Compliance, in the form annexed hereto as Appendix 2, to the Member Club together with information in support of such findings. Not later than twenty-four (24) hours following receipt of said Notice of Non-Compliance, the Member Club may, if it disagrees with the findings, file with the Commissioner an appeal setting out the reason why it should not be found in non-compliance. Such appeal shall be considered and dealt with in the sole discretion of the Commissioner.
- 15.12 The Commissioner shall assess non-discretionary penalties against a Member Club who fails to maintain its Defined Player Compensation within the SEC maximum prescribed for the SEC Year, according to the following schedule, of which the monetary penalties are cumulative and the non-monetary penalties are non-cumulative:
- (a) For the first One Hundred Thousand Dollars (\$100,000) that a Member Club's Defined Player Compensation exceeds the SEC for a particular SEC Year, a fine in the amount of one hundred

percent (100%) of the amount by which its Defined Player Compensation exceeds the SEC for a particular SEC Year; and

- (b) If applicable, for any amount above One Hundred Thousand Dollars (\$100,000) and at or below Three Hundred Thousand Dollars (\$300,000) that a Member Club's Defined Player Compensation exceeds the SEC for a particular SEC Year, a fine in the amount of two hundred percent (200%) of the amount above One Hundred Thousand Dollars (\$100,000) and at or below Three Hundred Thousand Dollars (\$300,000) by which its Defined Player Compensation exceeds the SEC for a particular SEC Year, together with the forfeiture by the Member Club of its next available first round College Draft pick. The Member Club shall also be prohibited from trading any draft picks in any College Draft that takes place before a first round draft pick has been forfeited.

If the Member Club does not possess a first round pick in the next College Draft, then the Member Club shall also forfeit its first available draft pick in each future College Draft until a first round pick is forfeited; and

- (c) If applicable, for any amount above Three Hundred Thousand Dollars (\$300,000) that a Member Club's Defined Player Compensation exceeds the SEC for a particular SEC Year, a fine in the amount of three hundred percent (300%) of the amount above Three Hundred Thousand Dollars (\$300,000) by which its Defined Player Compensation exceeds the SEC for a particular SEC Year, together with the forfeiture by the Member Club of its next available first and second round College Draft picks. The Member Club shall also be prohibited from trading any draft picks in any College Draft that takes place before a first and second round draft pick has been forfeited.

If the Member Club does not possess first and second round picks in the next College Draft, the Member Club shall also forfeit its first available draft pick (other than a first round pick) in each future College Draft until a first and second round draft pick has been forfeited.

15.13 In the event that a Member Club is found to have filed with or made available to the Commissioner information respecting its Defined Player Compensation that is materially false, misleading or incomplete, the Commissioner may deem the Member Club to be in default of this Article 15 and impose a penalty prescribed in Article 16 of the Constitution.

15.14 In the event that a Member Club has been required to pay a monetary penalty pursuant to Article 15.12, such amount shall be withheld by the Commissioner from the said Member Club's monthly equity payments commencing in the following SEC Year and continuing until the monetary penalty has been fully paid. These amounts will be allocated pro-rata to each other Member Club who has not exceeded the SEC in the same SEC Year. The amounts shall be credited to the recipient Member Clubs in the same month that they are withheld from the penalized Member Clubs. Only those Member Clubs who participated in the entire prior CFL season shall be entitled to receive an allocation and equity payment credit relating to the monetary penalty assessed in respect of the prior SEC Year.

15.15 Forfeited draft picks available pursuant to Article 15.12 shall be redistributed as follows:

- (a) To be eligible to receive a forfeited draft pick, a Member Club must have, in the immediately preceding SEC Year, maintained its Defined Player Compensation within the prescribed SEC;
- (b) In the immediately preceding SEC Year, not been assessed a penalty for non-disclosure of a side-agreement pursuant to the Constitution;

- (c) The priority order of selection shall be established following the Championship Game and shall be the reverse order of final standings of all eligible Member Clubs at the conclusion of the regular season schedule on the basis of points in the standing, except that an eligible Member Club winning the Championship Game shall have the least priority and an eligible Member Club competing in the Championship Game but not winning the Championship Game shall have the second least priority. In the event that on this basis, two or more eligible Member Clubs are tied, the priority between those eligible Member Clubs shall be determined as provided in Paragraph 8 of Section 1 of the By-Laws; and
  - (d) The forfeited draft picks determined at Article 15.12 shall be made at the end of each round of the draft in which a forfeited draft pick is available.
- 15.16 The Commissioner shall, not later than March 31<sup>st</sup> in each year, distribute an annual SEC summary report to each Member Club and to the CFLPA President and Legal Counsel which shall include the following:
- (a) Defined Player Compensation results for each Member Club for the immediately preceding SEC Year;
  - (b) Monetary and non-monetary penalties assessed, if any, pursuant to Article 15.12, for exceeding the prescribed SEC, for the immediately preceding SEC Year; and
  - (c) The names of the Member Clubs who shall receive forfeited draft picks available, if any, pursuant to Article 15.12.
- 15.17 If a Member Club disputes the SEC determined for such Member Club and published within the SEC summary report, the Member Club shall have the right to request the Commissioner to initiate a Compensation Compliance Dispute pursuant to Section 13 of the By-Laws, provided that such request is made not later than seven (7) days following receipt of the annual SEC summary report.
- 15.18 The Commissioner shall, not later than April 30<sup>th</sup> in each year, inform the media of the Defined Player Compensation results for each Member Club for the immediately preceding SEC Year as amended by any arbitration ruling made pursuant to Section 13 of the By-Laws.
- 15.19 (a) The Commissioner shall have the right to direct any Salary Management System Liaison Officer to investigate and/or perform auditing procedures on any Member Club.
- (b) All Member Clubs, Member Club Representatives, and Member Club employees shall, upon request, fully and completely disclose in a timely manner all information related to Player contracts or Player compensation, including but not limited to all transactional or other information required to verify the compliance by the Member Club and its Players or former Players with Player contract and Player compensation policies, rules and disclosure requirements contained in the Constitution or the By-Laws.

**ARTICLE 16 - DEFINED PLAYER COMPENSATION - CERTIFICATION**

**A. Full Disclosure of Compensation**

16.01 An owner, employee, or other representative of a Member Club who negotiates, or participates in the negotiation of, a Standard Player Contract or Practice Roster Agreement on behalf of such Member Club with a Player or Contract Advisor (a "Member Club Contract Negotiator") and a representative of a Member Club who executes a Standard Player Contract or Practice Roster Agreement on behalf of such Member Club (an "Executing Officer") may not, at any time, enter into an agreement of any kind, express or implied, oral or written, including without limitation any promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind involving consideration of any kind to be paid, furnished or made available or guaranteed, by a Member Club (directly or indirectly through an owner, shareholder, employee, representative, or affiliate of the Member Club or any third party acting on behalf of the Member Club) to a Player unless such agreement has been disclosed in its entirety to the CFL within the Standard Player Contract or Practice Roster Agreement, as applicable, or any Appendices thereto, and is otherwise made in accordance with prescribed procedures for disclosure of Player contracts and Player compensation.

16.02 Each Member Club Contract Negotiator and Executing Officer shall certify to the CFL that all information concerning the Player's total compensation, benefits and other consideration from a Member Club (directly or indirectly through an owner, shareholder, employee, representative, or affiliate of the Member Club or any third party acting on behalf of the Member Club) has been fully and completely disclosed to the CFL within the Standard Player Contract together with any appendices thereto. This certification shall be provided on the form annexed hereto as Appendix 3 simultaneously with the filing of the Standard Player Contract by the CFL.

**B. Penalties**

16.03 In the event that a Member Club Contract Negotiator or Executing Officer knowingly violates a provision within this Article and the amount of any unreported compensation relating to such violation is greater than Two Thousand Dollars (\$2,000), the Commissioner shall have the right to impose a fine upon such person in an amount not to exceed Fifteen Thousand Dollars (\$15,000).

**C. Payment of Penalties**

16.04 A Member Club (directly or indirectly through an owner, shareholder, employee, representative, or affiliate of the Member Club or any third party acting on behalf of the Member Club) shall not pay for any fine imposed upon a Member Club Contract Negotiator or Executing Officer pursuant to Article 16.03. In the event that a Member Club (directly or indirectly through an owner, shareholder, employee, representative, or affiliate of the Member Club or any third party acting on behalf of the Member Club) knowingly pays for any such fine, the Commissioner shall have the right to impose a fine upon such Member Club in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000).

**D. Right to Arbitration**

16.05 Upon the imposition of a fine by the Commissioner pursuant to Article 16.03 or 16.04, the Member Club Contract Negotiator, Executing Officer and/or Member Club shall have the right to request the Commissioner to initiate a Compensation Compliance Dispute pursuant to Article 13 of the By-Laws.

**E. Required Annual Certifications**

16.06 The Individual of Ultimate Authority, General Manager, Finance Director, and President for each Member Club shall annually certify to the CFL that during the prior SEC Year the Member Club has, to the best of his or her knowledge, fully and completely disclosed to the Commissioner all required information concerning Player compensation as required by the Constitution and the By-Laws. This annual certification shall be provided on the form annexed hereto as Appendix 4 by no later than January 15<sup>th</sup> in each year and shall relate to the prior SEC Year.

**F. Declaration of Violation**

16.07 Any Player or former Player who submits information to the Commissioner that primarily supports a decision by the Commissioner that a violation of Article 15 or Article 16 of the Constitution has occurred shall be entitled to receive from the CFL an amount equal to Five Thousand Dollars (\$5,000), provided that:

- (a) The Player or former Player provides written information by email transmission or facsimile to the Commissioner outlining the alleged violation in reasonable detail;
- (b) The alleged violation presented in the written submission directly relates to the compensation paid or payable to the Player or former Player making such submission; and
- (c) The Commissioner shall have the right, but not the obligation, to investigate any alleged violation brought to his attention pursuant to this section.

**G. Investigations**

- 16.08
- (a) The Commissioner may, in his sole discretion, commence an investigation to determine the compliance by any Member Club with Player contract and Player compensation policies, rules and disclosure requirements contained in the Constitution or the By-Laws;
  - (b) During an investigation commenced pursuant to this section, the Commissioner may require any Member Club to produce any books, records or other information related to football operations, Player payroll, or compensation agreements with Players;
  - (c) There shall be no limitation of time upon which the Commissioner may commence an investigation pursuant to this section;
  - (d) At the conclusion of his investigation, the Commissioner shall issue a written decision ruling whether the Member Club under investigation has complied with all Player contract and Player compensation policies, rules and disclosure requirements contained in the Constitution or the By-Laws. This written decision shall be submitted to the Member Club affected and to the Board of Governors;
  - (e) Upon receipt of a written decision from the Commissioner pursuant to Paragraph 16.08(d), the affected Member Club shall have the right to request the Commissioner to initiate a Compensation Compliance Dispute pursuant to Section 13 of the By-Laws; and

- (f) If a Member Club elects not to request a hearing from the Commissioner upon receipt of a written decision from the Commissioner pursuant to Paragraph 16.08(e) that finds the Member Club under investigation has not complied with all Player contract and Player compensation policies, rules and disclosure requirements contained in the Constitution or the By-Laws, the Commissioner shall issue a supplementary decision setting out any penalties imposed upon the Member Club as prescribed by the Constitution. This supplementary decision shall be submitted to the Member Club affected and to the Board of Governors.

**H. Penalties**

16.09 In the event that the Commissioner rules that a Member Club has not complied with all Player contract and Player compensation policies, rules and disclosure requirements contained in the Constitution or the By-Laws, the Commissioner shall, without discretion, impose the penalties set out below:

- (a) The first ruling of non-compliance by the Commissioner against a Member Club in a particular SEC Year shall result in a penalty in the amount of five percent (5%) of the Member Club's portion of CFL Distributions for the calendar year corresponding to the SEC Year in which the violation was committed;
- (b) The second ruling of non-compliance by the Commissioner against a Member Club in a particular year shall result in a penalty in the amount of ten percent (10%) of the Member Club's portion of CFL Distributions for the calendar year corresponding to the SEC Year in which the violation was committed after deduction of previous penalties related to rulings of non-compliance for the calendar year corresponding to the SEC Year in which the violation was committed; and
- (c) The third or subsequent ruling of non-compliance by the Commissioner against a Member Club in a particular year shall each result in a penalty in the amount of twenty percent (20%) of the Member Club's portion of CFL Distributions for the calendar year corresponding to the SEC Year in which the violation was committed after deduction of previous penalties related to rulings of non-compliance for the calendar year corresponding to the SEC Year in which the violation was committed.

16.10 Notwithstanding that penalties under Article 16.09 are to be applied by the Commissioner without discretion, the Commissioner shall have the discretion to impose a lesser penalty for an Article 16 violation provided that such violation has not resulted in the material non-disclosure of Defined Player Compensation.

If a lesser penalty is imposed by the Commissioner, it shall not be considered to be a ruling of non-compliance for purposes of Article 16.09.

## 17 - TRANSACTIONS BETWEEN OWNERS

### 17.1 Definitions

“Owner” shall mean an individual or entity holding an Ownership Interest.

“Ownership Interest” means any equity, partnership (general or limited), or other proprietary interest of greater than one percent in any corporation, company, association, partnership, or other organization which holds, directly or indirectly, the franchise certificate for a member.

“Material Ownership Interest” means any equity, partnership (general or limited), or other proprietary interest of greater than ten percent in any corporation, company, association, partnership, or other organization which holds, directly or indirectly, the franchise certificate for a member.

### 17.2 Restrictions on Owners

(a) An Owner may not at any time:

- (1) Acquire or hold an Ownership Interest in another member without disclosing such transaction in advance to the Commissioner;
- (2) Acquire or hold a Material Ownership Interest in another member without the prior approval of seventy five percent (75%) of the members of the Board of Governors voting on such matter, not to include any members directly involved in the proposed transaction, on such conditions as it may determine;
- (3) Loan money to or become a guarantor for another member without the prior written approval of the Commissioner, on such conditions as he may determine; or
- (4) Serve, or permit any of its employees, governors, or directors to serve as an employee, governor, or director of another member without the prior written approval of the Commissioner, on such conditions as he may determine.

(b) If the Commissioner:

- (1) Does not approve any proposed transaction submitted pursuant to Article 17.2(a) (3) or (4), or
- (2) Approves any proposed transaction submitted pursuant to Article 17.2(a) (3) or (4) subject to conditions,

then the applicable Owner may submit an appeal of the Commissioner’s decision to the Board of Governors within ten days of the date of the Commissioner’s decision, and the Board of Governors, upon the approval of seventy five percent (75%) of the members of the Board of Governors voting on such matter, may uphold, reverse, or vary the Commissioner’s decision or any conditions imposed thereon provided that the applicable Owner must not participate in such Board of Governors’ vote.

17.3 Penalties.

Notwithstanding Article 10.07, the Commissioner shall have the power to fine, in an amount not exceeding Fifty Thousand Dollars (\$50,000), any Owner who contravenes this Article 17.



**Appendix 2**

**Notice of Non-Compliance  
with SEC Game Report Filing**

Please accept this Notice of Non-Compliance with SEC Game Report Filing as notification that your Member Club has failed to submit an SEC Game Report pursuant to the provisions of Article 15.08 of the CFL Constitution.

You reserve the right, not later than 24 hours following receipt of this Notice of Non-Compliance with SEC Game Report Filing, to disagree with these findings, by filing an appeal with the Commissioner, setting out the reasons why you should not be found in non-compliance. Such appeal shall be considered and dealt with in the sole discretion of the Commissioner.

Member Club Contact Name:

Member Club:

CFL Game # or #'s, as the case may be, in question:

Date (including time):

**Appendix 3**

**Member Club Contract Negotiator  
and Executing Officer  
Certification Form**

I, \_\_\_\_\_, having ((a) *negotiated or participated in the negotiation of*, or (b) *executed*) the CFL Standard Player Contract (*Practice Roster Agreement*) dated \_\_\_\_\_, with (*player*) on behalf of (*Member Club*), hereby certify that all compensation payable to (*player*) by (*Member Club*) (directly or indirectly through an owner, shareholder, employee, representative, or affiliate of the Member Club or any third party acting on behalf of the Member Club) is disclosed to the CFL Head Office within the C.F.L Standard Player Contract (*Practice Roster Agreement*) (*and the Addendum(s) thereto, if applicable*).

I understand that if I knowingly misrepresent the total compensation of any player within a Standard Player Contract or Practice Roster Agreement (including any appendices thereto), the Commissioner has the right to impose a fine upon me in an amount not to exceed \$10,000.

\_\_\_\_\_  
[Signature]

Name:

Member Club:

Date:

**Appendix 4**

**Annual Non-Player Certification Form**

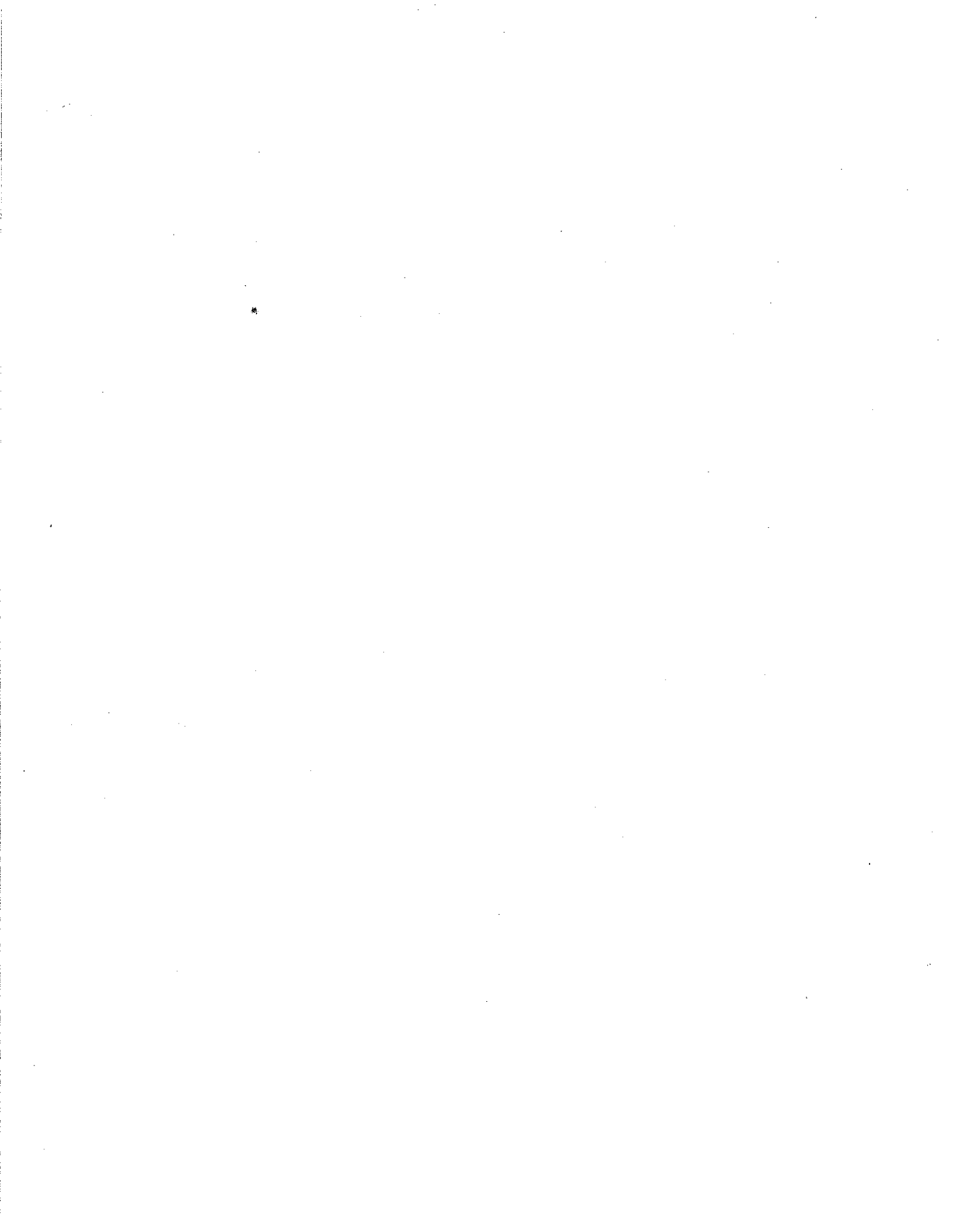
I, \_\_\_\_\_, holding the position of \_\_\_\_\_ for the (*Member Club*), hereby certify, to the best of my knowledge, that in the immediately preceding SEC Year, I have fully and completely disclosed to the Commissioner all required information concerning player compensation as required by the Constitution and the By-Laws.

\_\_\_\_\_  
[Signature]

Name:

Member Club:

Date:



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## SECTION 1 – COMPETITION RULES

1. The schedule for all pre-season and regular season games shall be determined by the Commissioner under the provisions of Articles 11.13, 13.01 and 13.05 of the Constitution.
2. The team of a Member Club playing a pre-season, regular season, play-off or Championship Game in the home city of another Member Club shall be required to be present in that city by the deadline prescribed annually by the Management Council or, in any event, not later than midnight of the day immediately preceding the day of the game, except in the case of:
  - (a) A game between the Toronto and Hamilton Clubs in which case the visiting team shall be required to schedule its team's transportation to arrive at the game site within a reasonable time; or
  - (b) A pre-season game between two Member Clubs whose home cities are less than eight hundred kilometres (800 KM) apart, in which case the visiting team shall be required to be present at the game site not later than eight (8) hours prior to the advertised starting time of the game.
3. In any game, a Club must be at least one (1) point ahead at the end of the regular time to win the game.
4. In any regular season game, the Club winning the game shall count two (2) points in its own Division standings. In the event of a tie score at the end of the game, each Club shall count one (1) point in its respective Division standings.
5. In any game, the visiting Club shall wear its white jerseys and the home Club shall wear its dark jerseys. This arrangement may be reversed by agreement between the Clubs.
6. In any game, the visiting Club shall be entitled to six (6) seats in a preferred location at no cost to the visiting Club, and any additional requirements are to be a matter of private arrangement and on advance notice.
7. In the event that the score is tied at the end of regulation time in a regular season game, each Club will be given the opportunity to score using the following procedure:

The first Club, as determined by coin toss, shall scrimmage the ball at the opponent's thirty-five-yard (35) line, and may advance by consecutive series of downs until it makes a score or loses possession. The second team will then scrimmage to the same 35-yard (35) line and proceed as above.

If the score is still tied the procedure shall be repeated, at the opposite end of the stadium, with both Clubs being given equal opportunities to score.

If a winner is not determined after two (2) attempts, in a regular season game, the game will be declared a tie.

If the game is a playoff or championship game and a winner must be determined, the same procedure shall continue until a winner is finally declared.

8. When two (2) or more Member Clubs are tied in the final Division standings at the conclusion of the regular season schedule preferential ranking for playoff purposes shall be determined on the basis of the following priorities and shall be awarded to the Club which:
- (a) Has won the greater number of games played against all Member Clubs of the League; or
  - (b) Has won the greater number of games played against the other tied Club; or
  - (c) Has scored the higher net aggregate of points (i.e. points scored for less points scored against) in games played against the other tied Club; or
  - (d) Has scored the higher net quotient of points (i.e. points scored for divided by points scored against) in games played against the other tied Club; or
  - (e) Has won the greater number of games played against all Member Clubs of the Division; or
  - (f) Has scored the higher net aggregate of points in games played against all Member Clubs of the Division; or
  - (g) Has scored the higher net quotient of points in games played against all Member Clubs of the Division; or
  - (h) Has scored the higher net aggregate of points in games played against all Member Clubs of the League; or
  - (i) Has scored the higher net quotient of points in games played against all Member Clubs of the League; or
  - (j) Has won a coin toss against the other tied Club.
9. (a) If prior to any game the best information available indicates the probability of extremely unfavourable playing conditions, including but not limited to those which would be created by inclement weather of any kind, force majeure or power failure, a game may be postponed to the following day if such postponement is authorized:
- (i) For a regular season and playoff game by the Commissioner and both competing Clubs; and
  - (ii) For the Grey Cup Championship Game by the Commissioner.
- (b) If a Member Club, having scheduled its team's transportation to the game site in a manner which would enable its conformation to the requirements of paragraph (2) of this section and the team is precluded for reasons beyond its control from arriving at the game site in reasonable time to play the game, it may be postponed to the following day with the sole authorization of the Commissioner. If a Member Club having failed to schedule its team's transportation to the game site in a manner which would enable its conformation to the requirements of Paragraph 2 and the team fails to arrive at the game site in a reasonable time, the Commissioner may award the game to the home Club.

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- (c) If a regular season, playoff or Championship game has commenced and extremely unfavourable playing conditions occur as contemplated in Paragraph 9 (a) of this Section, the Commissioner may declare the game suspended and if, in the sole judgment of the Commissioner, such conditions will preclude the resumption of the game in a reasonable time on the same day the following procedure will be applied:
- (i) If the game is suspended any time during the first three quarters (3/4) it shall be continued on the following day and possession and location of the ball, yardage and downs to be gained, time to be played and score will remain the same as they existed when the game was suspended; and
  - (ii) If the game is suspended in the fourth quarter, two (2) ten-minute halves will be played the following day with only the score remaining the same as it existed when the game was suspended;
  - (iii) Having regard to the score and remaining time if it is agreed by the Commissioner and both competing Clubs in the case of a regular League and playoff game, and recommended solely by the Commissioner in the case of the Championship Game, any game which is suspended in the fourth quarter may be declared ended.
10. A Member Club shall be required to notify the Commissioner in writing prior to the Annual Meeting for the year, the names of its personnel authorized, on behalf of the Member Club to:
- (a) Sign a Standard Player Contract as Executing Officer for the Member Club;
  - (b) Access the Secure Website of Player Salaries;
  - (c) Sign the Required Annual Certification Forms pursuant to By-Laws;
  - (d) Request that a player's name be added to, or removed from the Member Club's Active Roster, Injured Players List, Disabled List, Retired Players List, Deferred List or League Suspension List;
  - (e) Request that a player's contract be offered on waivers, claimed on waivers, or recalled from waivers; and
  - (f) Request that a player's name be added to or removed from the Member Club's Negotiation List.

Any such request under this paragraph may be made by telephone subject to confirmation by email transmission or facsimile message or letter, not later than 4 PM Toronto time on the day such request is to be affected, over the signature of the person authorized by the Member Club.

## SECTION 2 – GAME PROTESTS

1. If a Member Club, knowing a player is ineligible under the Constitution, By-Laws or Rules and Regulations of the League, permits said player to participate in a game or if a game official intentionally misinterprets or misapplies a playing rule, which participation or misinterpretation or misapplication could reasonably have affected the result of the game, a protest against the result may be made.
2. A protest must be made to the Commissioner in writing, outlining the grounds of protest, signed by the protesting Club's president or secretary, within seventy-two (72) hours of the advertised time of the match protested, and must be accompanied by a deposit of Five Thousand Dollars (\$5,000) which sum shall be forfeited to the League should the Commissioner disallow the protest.
3. The Commissioner, on receipt of a protest, shall immediately notify the opposing Club of the protest and of the grounds therefore.
4. The Commissioner shall make such investigation of the matters concerned in the protest as shall be necessary and shall rule on the protest promptly. In so ruling, the Commissioner will have the following option:
  - (a) Disclaim the protest; or
  - (b) Allow the protest and award the game to either of the Clubs or order the game to be replayed in whole or in part or recommend that disciplinary action be taken by the Board of Governors under the provisions of 7.06(a) of the Constitution.
5.
  - (a) If the Commissioner's ruling is to award the game to a specific Club or if he orders such replaying of the game, either Club involved shall have the right to appeal such ruling to the Board of Governors of the League, provided it furnishes the Commissioner with notice in writing of its intention to do so, within seventy-two (72) hours of receipt of such ruling, and forwards with such notice a deposit of Five Thousand Dollars (\$5,000) which sum shall be forfeited to the League should the Board of Governors disallow the protest;
  - (b) On receipt of such notice and deposit within the aforesaid time limit, the Commissioner shall immediately convene a meeting of the Board of Governors to deal with the protest appeal and its decision shall be final; and
  - (c) If the Commissioner recommends that disciplinary action be taken by the Board of Governors all information obtained from investigation of the matter shall be submitted to it, with a request that the recommendation be considered at its next regular meeting, or earlier if requested by either of the Clubs involved.
6. In the event of a protest or an appeal being allowed, the cash deposit with the protest or appeal shall be returned to the Club depositing same.

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**SECTION 3 – NEGOTIATION LIST**

1. A Member Club shall be entitled to exclusive negotiation rights to a player whose name is shown on its Negotiation List maintained by the Commissioner. The number of players permitted on such a list shall be determined from time to time by the Board of Governors.
2. A Member Club is expressly forbidden to negotiate, directly or indirectly, with a player whose name is on the Negotiation List of another Member Club.
3. A Member Club may apply to place a player's name on its Negotiation List by notification to the Commissioner by letter or facsimile, telegram, letter or telephone advising such details as the player's full name, playing position, name of college or university or team in another league where the player is presently playing or has most recently played. Notification by telephone shall be accepted subject to confirmation by letter or facsimile message, not later than 4 PM Toronto time on the day such request is effected.
4. When two (2) or more Member Clubs make application to place the same player's name on their Negotiation Lists priority of application shall prevail, and the governing factors in determining such priority shall be in the case of a telegram the time of dispatch as shown on its face, in the case of a facsimile message the time of receipt in the League Office, in the case of a mailed letter, the time of mailing as indicated on the envelope, and in the case of a telephone message, the actual time as mutually noted during the conversation. Such a telephone message shall be accepted subject to confirmation by letter or facsimile message, not later than 4 PM Toronto time on the day such request is effected.
5. A Member Club, when requesting the removal of a player's name from its Negotiation List, shall advise the Commissioner whether such player has been signed or is unsigned.
6. If the Member Club advises that a player has been signed the Contract shall be forwarded to the Commissioner within seven (7) days or such longer period as the Commissioner may allow.
7. The Commissioner shall advise each Member Club by daily status report of changes in the Negotiation List and shall, periodically, submit to each Member Club revised copies of the complete Negotiation Lists of all Member Clubs.
8. All Negotiation List information, including the names thereon, obtained by a Member Club concerning another Member Club, shall be considered strictly confidential and made available only to authorized personnel of the Club, who are expressly forbidden from disclosing such information to any unauthorized persons.
9. When the name of a player has been removed from the Negotiation List of a Member Club as unsigned and two or more Member Clubs request that the player's name be placed on its Negotiation List at any time on the day the Member Clubs receive the Commissioner's notification of such removal, the request shall be determined and awarded by the Commissioner on the basis of the waiver priority, as set out in paragraph 5 of Section 4 of the By-Laws. The Commissioner shall withhold such final determination until satisfied that all Member Clubs have received the notification that the player's name has been so removed.

10. Notwithstanding the provisions of paragraph 9 hereof a Member Club shall be permitted to transfer its rights to a player whose name appears on its Negotiation List to another Member Club pursuant to an agreement between the Clubs and upon advice to the Commissioner.
11. A Member Club may not place on its Negotiation List the name of a player who is in any manner the property of another Member Club, including but not limited to a player who:
  - (a) Is on another Member Club's roster, Injured Players List, Retired Players List, or League Suspension List, or Deferred List, or Disabled List; or
  - (b) Has been declared by another Member Club on its Non-Active List, pursuant to paragraph 9 of Section 8; or
  - (c) Is eligible for selection in the College Draft pursuant to Section 6; or
  - (d) Is protected under the provisions of Section 5; or
  - (e) Has been signed for the following year to a contract filed with the Commissioner; or
  - (f) Has been registered on the roster of a Member Club during the current season.
12. A Member Club shall, for a period of eighteen (18) days following the Championship Game in a season, retain exclusive rights to negotiate with or sign a player who, during that season, had been registered on its roster and was not subsequently registered on the roster of another Member Club. Effective from midnight of the fifteenth (15<sup>th</sup>) day following the Championship Game until midnight of the eighteenth (18<sup>th</sup>) day a Member Club may place on its negotiation list the name of such player who qualifies as a non-veteran player. Any such player not signed to a Standard Player Contract by, or named on the negotiation list of, his former Club prior to midnight of the eighteenth (18<sup>th</sup>) day shall, on the nineteenth (19<sup>th</sup>) day following the Championship Game, be made available to other Member Clubs on the basis of the waiver priority. A player not selected on the nineteenth day (19<sup>th</sup>) shall be available thereafter as provided in paragraph 4 of this Section 3.
13. Notwithstanding the provisions of paragraph 11 of this section a Member Club may claim the playing rights to a player whose rights are currently considered to be held by another club, by submitting a written claim to the Commissioner stating the basis for such claim, and the Commissioner shall conduct such investigation as deemed necessary and shall rule promptly and advise both Clubs in writing of the ruling. The Club submitting the claim may request that during the period of investigation, the name of the player in question, subject to the limits of paragraph 1 above, be placed on its Negotiation List, and if so placed no Club shall, directly or indirectly, negotiate with or sign the player until authorized to do so by the effect of the Commissioner's ruling.
14. A Member Club shall not permit a player named on its negotiation list to participate in a practice session, except under the provisions of paragraphs 12 and 17 of Section 8 of these By-Laws.
15. A Member Club shall be permitted to retain a player's name on its negotiation list for an indefinite period. However, if the player is in a free agent status and has notified the Club of a willingness to enter into negotiations to sign a Standard Player Contract the Club shall be required to offer the player a contract and thereafter remove the player's name from its negotiation list as follows:

- (a) Not later than ten (10) days following the receipt of such notification from the player if the Club is not prepared to offer a contract; or
  - (b) Not later than three hundred and sixty-five (365) days after the date of offer by the Club if the terms of the contract can be deemed by the Commissioner to be reasonable; or
  - (c) Forthwith if the terms of the contract offered by the Club are deemed by the Commissioner not to be reasonable.
16. A Member Club, having been required to remove a player's name from its negotiation list pursuant to paragraph 15 of this Section 3 shall be permitted to place the player's name back on its Negotiation List not earlier than ninety-six (96) hours following removal therefrom provided that the player's name is not on the Negotiation List of another Member Club at that time. In counting ninety-six (96) hours the time shall commence at 4 PM Toronto time on the day that the player's name is so removed from the Club's Negotiation List.
17. A Member Club shall not be permitted to place on its Negotiation List the name of a player who has acquired the status of a veteran player in the League as a result of:
- (a) Having been named on the active roster or Reserve List or Injured Players List or Disabled List of any Member Club for seven (7) or more regular season or playoff games or the Championship Game in the immediately preceding season; or
  - (b) Having been named on the active roster or Reserve List or Injured Players List or Disabled List of any Member Club for an aggregate of eight (8) or more regular season or playoff games or Championship Games in preceding seasons.

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**SECTION 4 - WAIVERS**

1. A Member Club shall not dispose of the services of a player by transfer or otherwise, except to another Member Club, nor shall it voluntarily take any action by which the player becomes a free agent in law, until all other Member Clubs have had the opportunity to claim the services of the player in accordance with the provisions of this Section.
2. A Member Club desiring to terminate the contract of a player on its roster shall notify the Commissioner by facsimile message, or by telephone confirmed by letter or facsimile, to offer the player on waivers specifying whether the waivers shall be with or without the right of recall. If the waivers are to be requested without the right of recall the Club is required to serve written notice to that effect to the player, in a form authorized by the Commissioner. In the event that such notice cannot be served directly to the player the Club shall be deemed to have served such notice to the player by delivering same to the Players' Association representative on the Club roster.
3. The Commissioner shall forthwith notify all Member Clubs by daily status report and shall designate a deadline by which a Member Club may enter a claim for the player, such deadline to be:
  - (a) During the period between midnight following the Championship Game and midnight May 15<sup>th</sup>, not less than seven (7) days; or
  - (b) During the period between midnight May 15<sup>th</sup> and midnight following the Championship Game, not less than forty-eight (48) hours; or
  - (c) On the date determined by the Management Council pursuant to paragraph 1 of Section 8 of these By-Laws, not less than twenty-four (24) hours after the dispatch of such notification.
4. A Member Club desiring to claim the player shall so notify the Commissioner by facsimile, telegram or telephone before the designated deadline. In determining the time of receipt of such message the Commissioner shall be guided by the time of origin as noted on the face of the telegram, facsimile or the actual time as mutually noted during the telephone conversation. Such telephone message shall be accepted subject to confirmation by letter or facsimile message, not later than 4 PM Toronto time on the day such request is effected.
5. When two or more Member Clubs enter claims for the services of the same player offered on waivers by another Member Club the Commissioner shall award the player to the Club having the higher waiver priority as of the claim deadline. The priority shall be established initially as of midnight following the Championship Game and thereafter adjusted on two occasions during the subsequent regular season, as follows:
  - (a) The priority established following the Championship Game shall be the reverse order of final standings of all Member Clubs at the conclusion of the regular season schedule on the basis of points in the standing, except that the Club winning the Championship Game shall have the least priority and the other Club competing in the Championship Game shall have the second least priority. In the event that on this basis two or more Clubs are tied the priority between those Clubs shall be determined as provided in Paragraph 8 of Section 1 of these By-Laws;

- (b) The priority shall be adjusted as of a date determined by the Commissioner following the first third of the regular season schedule when each Club will have played a minimum of six (6) games, and shall be the reverse order of standings of all Member Clubs as of that date on the basis of what the percentage of total standing points attained is of the total standing points possible; and
  - (c) The priority shall again be adjusted as of a date determined by the Commissioner following the second third of the regular season schedule when each Club will have played a minimum of twelve (12) games, and shall be the reverse order of standings of all Member Clubs as of that date on the same basis as provided in sub-paragraph (b). Such order shall prevail until midnight following the Championship Game.
6. The Commissioner, upon receipt of a claim for a player by another Member Club, shall forthwith by facsimile or telephone, notify the Member Club which had requested the waivers.
  7. Within twenty-four (24) hours of the deadline the Member Club originally requesting the waivers shall have the right to notify the Commissioner that it has recalled the player and the Commissioner shall promptly inform the other Member Clubs. The right to recall a player from waivers may be exercised on not more than two occasions during a calendar year with regard to that player by that Member Club.
  8. A Member Club having been awarded a player on waivers by the Commissioner shall pay to the Member Club disposing of the player the sum of three-hundred and fifty dollars (\$350) within (7) seven days of the date of the Commissioner's notification of the successful claim.
  9. A Member Club having claimed and been awarded a player on waivers shall be required to accept assignment of the player's Contract from the waiving Club, and subject to paragraph 14 of this Section 4 shall assume all rights and obligations of such Contract unfulfilled as of the date of notification by the Commissioner that the player has been placed on waivers.
  10. A Member Club, having been awarded a player on waivers by the Commissioner at a time when, according to the provisions of paragraph 1 of Section 8, there is already a maximum number on its roster shall, pursuant to paragraph 10 of Section 8, advise the name of a player to be deleted therefrom.
  11. A Member Club shall be permitted to dispose of a player to a Club in another League only upon confirmation by the Commissioner that no claims have been received from other Member Clubs for that player.
  12. When no claims have been received for a player who has been offered on waivers by a Member Club and that player is still registered on that Club's roster;
    - (a) When it participates in a scheduled pre-season, regular season or playoff game; or
    - (b) As of midnight following the Championship Game; or
    - (c) As of midnight May 15<sup>th</sup>; or
    - (d) As of the deadline determined by the Management Council pursuant to paragraph 1 of Section 8 of these By-Laws,

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such player shall not be transferred except to another Member Club, or to the Retired Players List or, if eligible, to the League Suspension List or otherwise disposed of, without again being offered on waivers by that Member Club.

13. A Member Club, having decided not to exercise its option to renew the contract of a player on its roster, shall be required to request waivers on that player at least thirty (30) days prior to the date of expiration of the contract, and in the event of a successful claim by another Member Club shall forward to that Club a transfer of the player's contract within seven (7) days of the date of the Commissioner's notification of such successful claim.
14. A Member Club placing a player on waivers any time during the season subsequent to its first regular season game shall be required to pay to the player the equivalent of one game pay as provided in the Contract with the said Club unless placed on waivers and so notified by the Club, pursuant to paragraph 2 of this Section 4, at least forty-eight (48) hours prior to the commencement of the Club's next game.
15. A Member Club may request waivers, subject to the right of recall if applicable, on a player on the Injured Players List provided that such waiver period expires not earlier than the day preceding the required restoration of the player to the active roster.
16. When a Member Club has notified a player that having cleared waivers and/or that further services are not required, it shall within forty-eight (48) hours of such notification request the Commissioner to delete said player from its roster.
17. A Member Club may request waivers, with or without the right of recall, on a player on its roster designated as "Injured" subject to the following conditions:
  - (a) If another Member Club claims and is awarded the player it shall assume all rights and obligations of the waiving Club and be totally responsible for the player thereafter;
  - (b) A player recalled from waivers by the waiving Club shall be retained on its roster but shall not be permitted to dress for its next game. It may transfer the player to its Reserve List or to the Injured Players List, as provided in subsection A of Section 9 of these By-Laws; and
  - (c) If no claims are received, whether the waivers had been requested with or without the right of recall, the player shall be retained by the Club on its roster, but not permitted to dress for its next game. A player transferred to the Injured Players List shall remain in that category for only one game. Subsequent to that game, the Club may again request waivers "Injured" on that player provided that the claiming period expires prior to its next following game.

## SECTION 5 – TERRITORIAL RIGHTS

1. For the purposes of the By-Laws a person shall be considered to be of junior age, and is referred to herein as a junior player in any year prior to the year in which the age of twenty-three (23) years is attained.
2. A junior player who is domiciled or is deemed by the Commissioner to be domiciled within a Member Club's territorial limits, as described in Article 4.07 of the Constitution shall not be, either directly or indirectly, contacted, negotiated with or signed by any other Member Club.
3. A junior player domiciled, or deemed by the Commissioner to be domiciled, within the territorial limits of a Member Club shall be permitted to participate in its practice sessions without being signed to a Standard Player Contract.
4. A Member Club's rights to the services of a junior player shall expire at the earlier of:
  - (a) Upon registration on that Club's roster pursuant to a Standard Player Contract; or
  - (b) As of midnight December 15<sup>th</sup> in the calendar year such player attains the age of twenty-two (22) years.
5. Without restricting the generality of the foregoing where a junior player leaves a Member Club's territorial limits to attend a school, high school, college or university, and does not become subject to the College Draft provisions of Section 6, the Member Club shall retain the Canadian Football League playing rights to the player until and throughout the entire year in which the player graduates or leaves school prior to graduation, and for the entire following calendar year, and no other Member Club shall, either directly or indirectly, contact, negotiate with, or sign such player during this period.

**SECTION 6 – COLLEGE DRAFT**

1. A College Draft selection meeting shall be held annually at a time and place to be determined by the Commissioner.
2. All Member Clubs shall participate in the College Draft and the priority of selection in each round shall be the same order as that provided for waivers in Section 4, paragraph 5(a), except when the priority of selection in each round is impacted by a Member Club exceeding the SEC for the immediately preceding SEC Year, by an amount that results in the forfeiture of a Draft pick or Draft picks, as the case may be. In such instances, the priority of selection shall be determined by Article 15 of the Constitution.
3. To be eligible for selection in the College Draft a player must:
  - (a) Have registered in an undergraduate course leading to a degree or diploma at a college or university in Canada or the United States of America for the academic term commencing in the fourth year preceding the current Draft year; and
  - (b) Be scheduled to graduate, or the class in which the player originally registered, is scheduled to graduate in the current Draft year; and
  - (c) Have participated as a player in a football game as a member of the football team representing the school in intercollegiate competition, at any time during the player's college career prior to the Draft meeting; and
  - (d) Qualify as a non-import player under the provisions of Paragraph 7 of Section 8 of these By-Laws; and
  - (e) Have been declared eligible for the Draft by the Commissioner pursuant to paragraph 5 of this Section.

A player who would otherwise fail to qualify under the provisions of sub-paragraph (a) above shall be deemed so to qualify if registered in an undergraduate course leading to a degree or diploma following a course of three (3) years at a college or university in Canada or the United States of America for the academic term commencing in the third year preceding the current Draft year, and had elected, by written application to the Commissioner, to be declared eligible in the current Draft year.

A player who would otherwise fail to qualify under the provisions of sub-paragraph (b) above shall be deemed so to qualify if:

- (i) Prior to registration in an undergraduate course as described in sub-paragraph (a), had registered in a pre-university course at a junior college in the United States of America for the academic term commencing in the fifth year preceding the current Draft year; or
- (ii) Had, prior to January 1<sup>st</sup> of the current Draft year, attained the age of twenty-five (25) years; and

- (iii) Had voluntarily terminated college eligibility through formal application to qualify for professional football in another league.
4. Notwithstanding paragraph 3 a player shall not be eligible for the Draft who:
- (a) Prior to registration at the current college or university, had received a degree or diploma following a course of at least three (3) years from a college or university in Canada or in the United States; or
  - (b) Prior to registration at the current college or university had signed a Standard Player Contract with a Member Club, had been registered by the Commissioner on its roster, and had subsequently been deleted therefrom; or
  - (c) Has elected, by written application to the Commissioner not later than February 1<sup>st</sup> of the current Draft year, to defer eligibility for the Draft until the following year, and the Commissioner, after consideration of the request, has approved the application; or
  - (d) Has been declared eligible for the Draft in a previous year.
5. The list of players eligible for the Draft shall be determined in accordance with the following procedure:
- (a) The Commissioner shall solicit from each Canadian university the names and other information pertaining to its players eligible for the current Draft and shall distribute to the Member Clubs such information so obtained;
  - (b) A Member Club may, not later than February 1<sup>st</sup> of the Draft year, add to the eligible list the name of a player not submitted by the university, with supporting evidence to show that the player is in fact eligible;
  - (c) A Member Club may, not later than thirty (30) days prior to the Draft date, challenge the eligibility of a player submitted by the university with supporting evidence to show that the player is not in fact eligible;
  - (d) The Commissioner shall, not later than twenty-one (21) days prior to the Draft date, declare the final eligible list, as determined from information available; and
  - (e) A player declared eligible for the Draft under this paragraph and not selected by a Member Club during the Draft meeting shall be considered a free agent as of the conclusion of such Draft meeting.
6. The College Draft Meeting shall be conducted in the following manner:
- (a) Not later than twenty-one (21) days prior to the College Draft Meeting, the Management Council shall determine the number of rounds to be held; and
  - (b) A Member Club may transfer or assign to another Member Club its right to select a player in any round of the Draft, with the exception of a Draft pick said Member Club has forfeited for

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exceeding the SEC for the immediately preceding SEC Year, pursuant to Article 15 of the Constitution.

7. The rights of a Member Club to the services of a player properly selected in the College Draft shall take precedence over the claims of another Member Club by virtue of Section 3 (Negotiation List) or Section 5 (Territorial Rights). The rights to the services of that player shall expire at the earlier of:
  - (a) Registration on that Member Club's roster pursuant to a Standard Player Contract; or
  - (b) Not later than midnight December 31<sup>st</sup> in the calendar year following the year of the Draft, except as provided in Paragraph 9 of this Section 6.
8. A player enrolled in an undergraduate course at a college or university who is eligible for selection in the current or subsequent College Draft is not eligible to play for a Member Club or to be added to the negotiation list or otherwise claimed as the property of a Member Club until the conclusion of the Draft meeting at which that player was eligible for selection.
9. A Member Club, having selected a player in the College Draft without subsequently completing a Standard Player Contract, shall retain the Canadian Football League playing rights to that player throughout the entire year of the Draft and for the entire calendar year following. Where however the player continues to attend college or university, or signs to play with a football club in a league other than the Canadian Football League, the Club shall, notwithstanding Paragraph 7 of this Section 6, retain such Canadian Football League playing rights until the year in which the player leaves college or university, or leaves such other league, and for the entire calendar year following.
10. A Member Club, having selected a player in the College Draft with the player having expressed willingness to sign a Standard Player Contract, shall be required to offer a contract to that player together with an invitation to participate in its football activities, or forthwith abandon its Draft rights to that player.
11. If the player described in paragraph 9 first reports to the Member Club holding the Draft rights at a time when roster limitations are in effect, pursuant to paragraph 1 of Section 8 of these By-Laws, the Member Club may require the player to participate in its practice sessions. The Member Club shall be allowed to have such player attend at practices for a maximum of five (5) days as a player on the basis that the player does not participate in any games but the player shall not be required to be paid during the said period. During said five-day (5) practice period, the player shall not count against the maximum number of players permitted on the Practice Roster of the Member Club.
12. A Supplementary Draft may be held not later than sixty (60) days following the regular College Draft Meeting, at the time and place to be determined by the Commissioner, and a player shall be eligible for selection at such Supplementary Draft Meeting if that player:
  - (a) Should have been eligible for selection at the regular College Draft Meeting but, through oversight or otherwise, was not listed among the eligible candidates; or
  - (b) Was not eligible for selection at the regular College Draft Meeting but has submitted, to the satisfaction of the Commissioner, evidence of termination of that player's career as an undergraduate student as a result of academic failure or financial hardship.

The Supplementary Draft shall follow the same order of selection as would occur at the regular College Draft Meeting as if no Member Clubs were required to forfeit Draft picks pursuant to Article 15 of the Constitution. A Member Club selecting a player must offer to forfeit a selection in the immediately succeeding College Draft Meeting. The next Member Club has the right to offer to forfeit a higher selection for that player, and so on until each Member Club has had an opportunity to bid for that player, with the rights to that player being awarded to the Member Club offering the highest ranking forfeiture in the immediately succeeding College Draft Meeting. A Draft pick so forfeited, shall immediately no longer be considered the property of said Member Club. A player not selected in a Supplementary Draft shall be declared a free agent.

If following the Supplementary Draft, or more than sixty (60) days have passed since the regular Draft meeting, it is determined that a player who should have been declared eligible for either the regular or Supplementary Draft but whose name was not submitted shall be declared on the eligible list for the following year's Draft meeting and in the meantime shall not be eligible to play for, or to be named on the negotiation list of, or otherwise claimed as the property of a Member Club.

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**SECTION 7 – STANDARD PLAYER CONTRACT**

1. (a) The Standard Player Contract shall be used by each Member Club and all paragraphs thereof are obligatory and shall be used in their entirety without alteration, with the exception of paragraphs 3, 11, 18 and 19 which may be varied by mutual consent of the parties to the Contract;
  - (b) Any other paragraphs added to the body of the contract covering a provision not included in the contract shall be signed and initialled by both parties and shall not in any manner whatsoever alter the effect of paragraphs 1 to 30 inclusive; and
  - (c) If there is another document or addendum covering a provision not included in the contract reference to such document or addendum shall be made in the body of the contract, such document or addendum shall be signed or initialled by both parties, shall clearly state that it forms part of and is to be read in conjunction with the said contract, shall be attached to said contract, and shall not in any manner whatsoever alter the effect of paragraphs 1 to 30 inclusive of the said contract.
2. A Member Club shall be required to forward within seven (7) days of execution thereof, the Commissioner's copy of the Standard Player Contract for a player in respect of the playing season for the current and/or subsequent years. If through circumstances beyond its control the Club is unable to comply with the seven-day (7) requirement, it may apply to the Commissioner for an extension.
  3. The Commissioner may, for any reason deemed valid, refuse registration of a contract submitted by a Member Club.
  4. A player shall not be eligible to play for a Member Club in a pre-season, regular season, playoff or Championship Game unless and until the Club has filed with the Commissioner a copy of the signed contract prior to such game. For the purposes of this paragraph a contract filed by facsimile shall have the same effect as actual delivery.
  5. A player in the training camp of a Member Club prior to the opening of the season must be signed to a contract registered with the Commissioner, subject to the exception provided in paragraph 3 of Section 5.
  6. A Member Club, assigning a player to, or receiving a player from another Member Club in return for cash, another player, or other consideration shall notify the Commissioner within seven (7) days of the date of such transaction, specifying any and all conditions of the trade.
  7. A Member Club may sign a player for the following year if such player is on its roster at the time of said signing, but should the player be subsequently deleted from the Club's roster during the current season, the contract for the following year will have no force or effect.
  8. A Member Club shall be permitted to sign an import player to a contract for the following year who is not on its roster at the time of said signing. However, such player shall be ineligible to participate in a game until the following year.

9. A player whose contract with a Member Club has expired shall be deleted from the Club roster following the expiration date of such contract and such player shall become a free-agent and shall be able to sign a contract with any other Member Club in the League and there shall not be any consideration flowing from the Member Club with whom the player signs to the Member Club from where the player came.
10. A Member Club shall not be permitted to pay to a player a bonus or other consideration determined by reference to:
  - (a) The winning of a game by the Club during the regular season; or
  - (b) The number of games won by the Club during the regular season; or
  - (c) The Club's final standing at the conclusion of the regular season schedule; or
  - (d) The Club's performance in a Division playoff game or the League Championship Game; or
  - (e) The Player's performance in a Division playoff game or the League Championship Game.
11. A Member Club shall not be permitted to sign to a Standard Player Contract an import player who is registered as an undergraduate student at a college or university in the United States of America and who is not, nor is the original class, eligible to graduate in time to play during the playing season covered by the said contract, unless it can establish, to the satisfaction of the Commissioner, that the player's status as an undergraduate student has been terminated.
12. A Member Club shall be required, not later than midnight on December 31<sup>st</sup>, to file with the Commissioner a copy of the letter sent to each player whereby the Club exercises its option, pursuant to paragraph 15 of the Standard Player Contract, with that player for the following year, whether the player is named on the Active Roster, or Retired Players List or League Suspension List. In the event that the Club chooses not to exercise its option it shall request the Commissioner to offer the player on waivers, pursuant to paragraph 13 of Section 4 of these By-Laws.

**SECTION 8 – ELIGIBILITY OF PLAYERS**

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-two (42) players, including three (3) players who shall be identified as quarterbacks and thirty-nine (39) other players, of whom not more than nineteen (19) may be imports; and
  - (b) A minimum of forty-one (41) players, including two (2) players who shall be identified as quarterbacks and thirty-nine (39) other players, of whom not more than nineteen (19) may be imports.
2. Prior to the commencement of the regular season schedule, each Member Club shall in accordance with the timetable prescribed by the Management Council establish its reserve roster of four (4) players.
3. All CFL Standard Player Contracts and Practice Roster Agreements shall be filed with the Commissioner for registration.
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:
  - (a) A Member Club shall be permitted to have CFL Standard Player Contracts outstanding with a maximum of seventy-five (75) players during the Off Season Period;
  - (b) Not more than sixty-eight (68) players under registered Standard Player Contracts may attend the training camp for a Member Club, excluding:
    - (i) Players selected in the current year Canadian Draft;
    - (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.
5. A Member Club shall, for a regular season, playoff game or League Championship Game, establish its active roster as described in paragraph 1. If forty-two (42) players are included within the active roster, three (3) of these players must be identified as quarterbacks. If forty-one (41) players are included within the active roster, two (2) of these players must be identified as quarterbacks. The players identified as quarterbacks shall be permitted to alternate for each other during the game at the quarterback position exclusively and shall not be permitted to enter the game at another position under any circumstances. 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.  
When a Member Club dresses its full quota of import players, three (3) shall be designated as special team players who may enter the game at another position only upon the understanding that another

import player is required to leave the game for that play. When a Member Club dresses eighteen (18) import players, two (2) shall be designated imports and designated as special team players who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play. When a Member Club dresses seventeen (17) import players, one shall be a designated import and designated as a special team player who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play.

The designated imports shall only be allowed to participate on the special teams, provided however, a designated import may be directly substituted to replace another import player provided the said import player being replaced is on the same side (offensive or defensive) that the designated import will be playing on. The designated import may replace any other import 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.

6. The following players shall be classified as import players:
  - (a) A player who has received training in football outside of Canada by having participated as a player in a football game outside of Canada prior to attaining the age of seventeen (17) years;
  - (b) A player who has received training in football outside of Canada by having participated in a football game as a player outside of Canada after attaining the age of seventeen (17) years, but who has received no football training in Canada prior to attaining the age of seventeen (17) years.
7. The following players shall be classified as non-import players:
  - (a) A player other than one referred to in paragraph 3; and
  - (b) A player who was physically resident in Canada for an aggregate period of seven (7) years prior to attaining the age of fifteen (15) years.
8. A player shall be classified as an import unless and until the Member Club submits evidence to the satisfaction of the Commissioner that such player is a non-import.
9. The Commissioner shall advise each Member Club by daily status report of changes in player rosters and shall, periodically, submit to each Member Club revised copies of the complete player roster of all Member Clubs.
10. A Member Club acquiring a player from the roster of another Member Club by purchase, trade, or waiver at a time when the roster limitations are in effect, pursuant to paragraph 1 of this Section 8, shall assume all rights and obligations of that Club under the Contract immediately and shall account for the player on its roster not later than 3 PM Toronto time on the day that is ninety-six (96) hours after the day the Commissioner effected the transfer. In the event that the acquiring Club is scheduled to play a game on that day it may elect to defer accounting for the player on its roster until 3 PM Toronto time on the following day.

If the player has failed to report to the Club by the time it would otherwise be required to account for the player on its roster it shall be deemed to have valid grounds to request that the player's name be transferred to the League Suspension List, pursuant to paragraph 1. of subsection C of Section 9.

11. A player whose name is deleted from a Member Club's roster other than by transfer to another Member Club or the Injured Players List, the Disabled List, the Retired Players List, the Deferred List, or the League Suspension List, shall become a free agent.
12. A Member Club may, subsequent to the date determined by the Management Council in paragraph 1 of this Section 8, permit a player not on its current active roster to participate in its practice sessions provided that the Commissioner is notified as of the first day of such trial period that the player has reported to the Member Club, has executed a Practice Agreement and that the Member Club is in compliance with the process and conditions set out in CBA Article 17: Practice Roster and Practice Agreement. The provisions of Article 15 of the Constitution shall apply to the compensation payable to all players on a Member Club's Practice Roster.

During a thirty-day (30) period, adjusted annually to coincide with the National Football League "Cutdown" period, the Practice Roster shall be allowed to expand by five (5) places, so as to comprise a possible maximum total of twelve (12) Practice Roster places. The annually adjusted thirty-day (30) period shall be set prior to the opening of a regular season, by a timetable prescribed by the CFL Management Council. Payments required to be paid pursuant to the By-Laws or CBA to any player(s) so added to the Practice Roster during this period shall not be included within the calculation of Defined Player Compensation as it relates to the Salary Expenditure Cap in Article 15 of the Constitution.

13. A Member Club shall not permit a player to participate, directly or indirectly, in any of its practice sessions unless:
  - (a) On the Member Club's current roster; or
  - (b) On the Member Club's Injured Players List; or
  - (c) Entitled to participate under the provisions of Section 5 of these By-Laws; or
  - (d) On a Member Club's Non-Active List as described in paragraph 12 of this Section 8.

Without restricting the meaning of "a practice session" a player shall be deemed to be participating therein if:

- (i) In attendance at a Club lecture, film session, or chalk talk; or
- (ii) Physically present at the same time and place as the other team members for a conditioning exercise; or
- (iii) Subject to the direction of the coaching staff in any manner whatsoever, except to the extent necessary for the supervision of treatment of an injury sustained while previously a member of the Club roster.

14. A Member Club permitting a player to attend a practice session other than a player described in paragraph 13 hereof shall be liable for a fine of not less than Five Hundred Dollars (\$500) or, at the discretion of the Commissioner, up to One Thousand Dollars (\$1000) for each such practice session attended by such player. In order to ensure compliance with Member Club roster limits, an Officiating representative may be utilized by the Commissioner in a monitoring capacity. Member Club Officials shall respect the mandate of the Officiating representative by providing access to Member Club practices, and where applicable, participate in reasonable discourse with the Officiating representative.
15. The Commissioner shall establish annually a deadline by which a Member Club may obtain a player from the roster of another Member Club, which deadline shall not be later than midnight, Wednesday of the sixth week preceding the Championship game subject to the following:
  - (a) A Member Club may obtain a player from the roster of another Club after such deadline but that player shall not be eligible to play until the following year unless:
    - (i) Acquired by transfer, trade or purchase prior to the deadline and the Commissioner has been so notified prior to said deadline; or
    - (ii) Placed on waivers by the former Club prior to the deadline and has been awarded to the Club by the Commissioner.
  - (b) A player who is a free agent as of the deadline shall be eligible to play for any Member Club after that date.
  - (c) A player shall be deemed to have been a free agent as of the deadline if offered on waivers by the former Club prior to the deadline and deleted from its roster upon expiry of the specified claim period, notwithstanding that it may have occurred after the deadline.
  - (d) A player deleted from a Club roster after the deadline, except as otherwise provided in this paragraph shall not be eligible to play for another Member Club until the following year.
16. (a) If a player on a Member Club's roster fails to report to a practice session when required during the pre-season training period the Club may:
  - (i) Suspend the player and request the Commissioner to place the player's name on the League Suspension List, pursuant to sub-section C of Section 9 of these By-Laws;
  - (ii) Request the Commissioner to place the player's name on the Retired Players List, as provided in subsection B of Section 9 of the By-Laws, if the player has served written notice of the intention to retire; or
  - (iii) Request waivers on the player without the right of recall.
- (b) If a player on a Member Club's roster, upon reporting to the Club, is determined by the Club's medical committee to be unfit to fulfill the obligations under the Contract, the Club shall:
  - (i) retain the player on its roster, in which case it will accept full responsibility for the contract;

- (ii) transfer the player's name to the Disabled List, pursuant to subsection D of Section 9 of the By-Laws, if the findings of the medical committee are not related to an activity performed under the current or a prior year contract with a Member Club; or
- (iii) request waivers on the player without the right of recall.

17. A Member Club shall not be permitted to conduct a practice session prior to the date determined annually by the Management Council except for:

- (a) A preliminary training session held outside of Canada to test, without physical contact, the speed, agility, conditioning and basic football skills of a player who has not signed, but is eligible to sign a Standard Player Contract with that Club;
- (b) A preliminary training session held within a Club's territorial limits to test, without physical contact, the speed, agility, conditioning and basic football skills of a non-import player who is domiciled within such territorial limits and is not under contract to, or otherwise the property of, any Member Club and is eligible to sign a Standard Player Contract with that Club;
- (c) A preliminary training session held within the Club's territorial limits to test, without physical contact the speed, agility, conditioning and basic football skills of a player not domiciled within that Club's territorial limits nor under contract to the Club, but is eligible to sign a Standard Player Contract with that Club, up to a maximum of three such players on any one day; and
- (d) A preliminary training session held prior to the above mentioned date determined by the Management Council, and which shall be limited to players under contract to the Club each of whom is:
  - (i) A quarterback;
  - (iv) A non-veteran player; or
  - (iii) A veteran player who has been treated by corrective surgery since playing in a game in a previous season;

provided that the Commissioner is notified by the Club not later than seven days (7) prior to each such preliminary training session.

18. A Member Club, having transferred a player to the roster of another Member Club at a time when the roster limitations are in effect, pursuant to paragraph 1 of this Section 8, shall not be permitted to re-acquire that same player by trade or purchase until named on the active roster or Reserve List or Injured Players List of another Member Club for a minimum of two (2) games.

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**SECTION 9 – INACTIVE ROSTER****A. Injured Players List**

1. A player who has been injured may be registered by a Member Club on the Injured Players List upon application to the Commissioner accompanied by a certification by the Club Doctor that, in whose professional opinion, such player, by reason of the specified injury, is unable to fulfill the obligations to the Club under the Standard Player Contract. Such player shall be removed from the Club's roster and shall not be restored thereto until thirty days (30) have passed. If, however, the Club has participated in four (4) regular season or playoff games during the thirty day (30) period it may, upon application to the Commissioner, elect to restore the player to its roster at any time following the fourth such game.
2. Notwithstanding paragraph 1, a player may be registered on the Injured Players List by a Member Club for a period of one game provided that pursuant to paragraph 17 of Section 4 of these By-Laws, the player has been offered on waivers identified as "Injured" and no claim has been entered by any other Member Club.
3. At the conclusion of such period described in paragraph 1 above the player's name shall be removed from the Injured Players List and restored to the roster unless the Commissioner receives a further certification from the Club Doctor that, in whose professional opinion, such player is still unable to fulfill the obligations to the Club under the Standard Player Contract, in which case the player shall not be so restored until a further thirty days (30) have passed. If, however, the Club has participated in four (4) regular season or playoff games during such extended thirty day (30) period it may, upon application to the Commissioner, elect to restore the player to its roster at any time following the fourth such game.
4. Notwithstanding paragraph 1 a Member Club may transfer a player to the Injured Players List for a period covering the playing of nine games, provided that:
  - (a) The Player has sustained an injury which, in the opinion of the Club Doctor, will probably render the player physically unfit to perform for a minimum of nine (9) games;
  - (b) The Club has notified the player in writing of being transferred to the Injured Players List and that the player shall not be eligible to be restored to the active roster until the Club has participated in a minimum of nine games;
  - (c) The player has acknowledged, in writing, receipt of the Club's notification of transfer to the Injured Players List; and
  - (d) The provisions of Article 15 of the Constitution shall not apply to the compensation payable to the player in respect of the said nine (9) games, except in the case of players removed from the nine game (9) Injured Players List as provided below.

A Member Club shall be permitted to remove (i) one (1) player from its nine (9) game Injured Players List where such player was placed on the nine (9) game Injured Players List during the first nine games (9) of the regular season, and (ii) one (1) player from its nine (9) game Injured Players List where such player was placed on the nine game (9) Injured Players List during the second nine (9) games of the regular season, provided that:

- I. The player is, in the opinion of the Club Doctor, physically fit to resume play, and
  - II. Compensation paid to players duly removed from the nine (9) game Injured Players List while they were on the nine (9) game Injured Players List shall not be excluded from the definition of Defined Player Compensation within Article 15 of the Constitution.
5. A Member Club may elect to terminate the Standard Player Contract of a player named on its Injured Players List upon application to the Commissioner accompanied by a certification by the Club Doctor in whose professional opinion, the player is able to fulfill the obligations to the Club under the Standard Player Contract. Such player shall be restored to the roster, placed on waivers without the right of recall, and deleted simultaneously. Such player shall not be eligible to play for that Club during the current season, but shall be eligible to play for another Member Club, subject to the provisions of paragraph 12 of Section 8 of these By-Laws.
6. A Member Club may acquire by trade, purchase or subject to Section 4 Paragraph 15, by waivers the playing rights to a player on the Injured Players List of another Member Club; however such player shall not be eligible to be restored to the roster until the date eligible to be restored to the roster of such other Club. The acquiring Club shall assume all rights and obligations under the Standard Player Contract unfulfilled as of the date the player was so acquired. Any such player not eligible for restoration to the roster prior to the deadline prescribed in paragraph 15 of Section 8 of these By-Laws (the trading deadline) shall be eligible to be restored to the roster subsequent to such deadline, if the Commissioner has been notified by the involved Clubs prior to that deadline that such player has been traded, purchased or placed on waivers.
7. The Injured Players List shall be in effect from the date as determined by the Management Council and shall terminate on the day following the Championship Game. A Member Club shall not be permitted to transfer a player on its roster to such list following the final game of the regular season schedule or following its final playoff game for the season; however, such Club shall be permitted to retain on its Injured Players List for the remainder of the season a player who was named thereon as of the final game of the regular season schedule or as of the Club's final playoff game for the season.
- B. Retired Players List**
  1. The Commissioner shall maintain a Retired Players List and upon receipt of a letter of intent signed by the player, who shall also forward a copy of said letter to the Club, the Commissioner shall transfer the player from the roster to such list. A player while so named on the Retired Players List shall not be eligible to play for a Member Club or participate in its practice sessions.
  2. A player transferred to the Retired Players List after midnight of the day preceding the day of the Club's first game of the regular season schedule shall not be eligible to play for any Member Club during the remainder of that year.
  3. A player transferred to the Retired Players List after midnight of the day preceding the day of the Club's first game of the pre-season schedule and prior to midnight of the day preceding the day of the Club's first game of the regular season schedule shall not be eligible to be restored to the Club's active roster until the date the player would have been eligible to be so restored had the player been transferred to the Injured Players List pursuant to paragraph 1 of subsection A of this Section 9.

4. A player transferred to the Retired Players List prior to midnight of the day preceding the day of the Member Club's first game of the pre-season schedule shall be eligible to be restored to the Member Club's active roster at any time, provided that the active roster limits prescribed by Section 8 of the By-Laws are complied with. Upon the said Player attending the Member Club's next practice session, the Member Club shall be allowed to have such player attend at practices for a maximum of ten days (10) as a player on the basis that the player does not participate in any games but the player shall not be required to be paid during the said period. During said ten day (10) practice period, the player shall not count against the maximum number of players permitted on the Practice Roster of the Member Club.
  5. A player named on the Retired List of a Member Club may be transferred directly to the Retired Players List of another Member Club without being restored to the roster of either Member Club. For the purposes of this subsection B such player shall be deemed at all relevant times to have been named on the Retired Players List to which transferred.
  6. A player named on the Retired Players List shall be removed therefrom and restored to the Club roster upon application by the player to the Commissioner.
  7. A player named on the Retired Players List shall be removed therefrom upon the expiry of the Contract with the Club.
  8. Any player who serves written notice to the Commissioner after the applicable date in Article 15 of the Collective Agreement, and before the date of the Grey Cup Game of the intention to come out of retirement shall not be entitled to the benefit of Article 15 of the Agreement unless placed on the Active Roster, Reserve List or Injured Players List for one (1) or more games.
  9. When, pursuant to paragraph 6, a player named on the Retired Players List reports to the Member Club for reinstatement, the Member Club, before being required to restore the player to its active roster, shall be permitted to direct the player to participate in its practice sessions for a period not exceeding ten days (10) or until the day following its next game, whichever period is the greater. During said ten day (10) practice period, the player shall not count against the maximum number of players permitted on the Practice Roster of the Member Club.
- C. League Suspension List**
1. A Member Club may suspend a player in accordance with the provisions of its contract with the player but the Club shall not be permitted to replace such player on its roster unless and until the Commissioner has approved the inclusion of such player's name on the League Suspension List.
  2. A Member Club, having suspended a player pursuant to paragraph 1 of this subsection C, may request that the suspended player's name be placed on the League Suspension List and shall submit to the Commissioner a statement of reasons for its request including the basis on which the Club suspended the player. The Commissioner, after a review of such reasons, may comply with or refuse such request.
  3. A player whose name is included on the League Suspension List shall be removed from his Club's active roster and shall not be eligible to play for any Member Club or participate in its practice sessions. The Club shall not, either directly or indirectly, make any payment whatsoever to the player prior to, during the period of suspension or any time thereafter in respect of any game played by the Club during the period of suspension.

4. A player's name shall be removed from the League Suspension List upon notification to the Commissioner by the Club that it has terminated its suspension of the player and that the player is being restored to its roster.
5. A player whose name is included on the League Suspension List by reason of failure to attend the first practice session required by the Club after such services were acquired from another Member Club by purchase, trade or waiver shall upon termination of the suspension be restored to the Club roster before being eligible to participate in a practice session.
6. A Member Club may at any time terminate the contract of a player named on the League Suspension List by requesting waivers on the said player. If claimed by and awarded to another Member Club the player's rights shall be transferred directly to the League Suspension List of that other Member Club without being restored to the active roster of either Member Club.
7. For the purposes of this subsection C a player transferred directly from the League Suspension List of one Member Club to the League Suspension List of another Member Club shall be deemed at all relevant times to have been named on the League Suspension List to which transferred.
8. A player who is suspended and reports to the Member Club after the applicable date in Article 15 of the Collective Agreement, and before the date of the Grey Cup Game shall not be entitled to the benefit of Article 15 of the Collective Agreement unless named on the Active Roster, Reserve List, or Injured Players List, for one or more games.
9. When a player, who having been named on the League Suspension List, reports to the Member Club for reinstatement, the Club shall immediately add such player to its active roster or Injured List, as applicable, and all compensation paid to such player shall be included within the calculation of Defined Player Compensation as required by Article 15 of the Constitution.

**D. Disabled List**

1. The Commissioner shall maintain a Disabled List and a Club may, upon application to the Commissioner, transfer a player from its roster directly to the Disabled List until such time that such player has been judged by the Club Doctor to be fit to resume the obligations to the Club under the contract.
2. The application by the Club to the Commissioner shall include:
  - (i) A copy of the written notice to the player of being named on the Disabled List;
  - (ii) A letter from the Club Doctor describing the nature of the injury or illness and, verifying the professional opinion that the player is not completely fit to perform the obligations to the Club under the Contract; and
  - (iii) A letter stating that, to the best of the Club General Manager's knowledge and belief, the player's injury or illness is unrelated to an activity performed under the current or a prior Contract.
3. A player named on the Disabled List of a Member Club shall be paid in accordance with the provisions of paragraph 6A of the Standard Player Contract, which is a salary per game in the amount of the lesser

of Two Thousand Dollars (\$2,000) or sixty percent (60%) of the per game salary prescribed in paragraph 3 of the Contract.

4. A player named on the Disabled List of a Member Club shall not be eligible to play in a pre-season or regular season or post season game, but may participate in its practice sessions.
5. A player may be removed from the Disabled List at any time upon notification to the Commissioner accompanied by a letter of verification from the Club Doctor in whose stated professional opinion, the player is fit to resume the obligations to the Club under the Contract.
6. A Member Club may at any time elect to terminate the Contract of a player named on its Disabled List by requesting waivers without recall.
7. The Disabled List shall terminate at midnight following the Championship Game.

**E. Deferred List**

1. The Commissioner shall maintain a Deferred List and shall upon confirmation that a player has signed a contract with a National Football League, being eligible to do so, transfer said player from the roster of a Member Club to the Deferred List until such time that the player is either restored to the roster or the player's Contract with the Member Club is terminated.
2. Upon notification from the Commissioner that, pursuant to the League's agreement with the National Football League, the player has signed a contract with a National Football League club, notwithstanding that said player is already under contract to the Member Club for the current season, the Member Club shall inform the Commissioner whether it elects to retain its rights to the player while named on the Deferred List.
3. A player while named on the Deferred List shall not be entitled to receive payment of any kind pursuant to the Standard Player Contract filed with the Commissioner.
4. A player may be removed from the Deferred List at any time upon notification to the Commissioner by the Member Club that the player has no further obligation to the other League and that the player is being restored to its roster.
5. When a player who, having been named on the League Deferred List, reports to the Member Club for reinstatement, the Member Club shall notify the Commissioner by email transmission or facsimile that such player has reported for reinstatement. The Member Club shall be permitted to direct that player to participate in its practice sessions for a period not exceeding five (5) days before it shall be required to restore the player to its roster or terminate the Standard Player Contract of the player. During the five day (5) practice period, the player shall not count against the maximum number of players permitted on the Practice Roster of the Member Club.
6. The rights to a player named on the Deferred List of a Member Club may, upon notification to the Commissioner, be assigned to another Member Club.
7. Notwithstanding paragraph 3, if pursuant to paragraph 5, the player returns to the Member Club during the current season the player shall be entitled to receive payment for any game played by the Club during the aforesaid five (5) day period unless:

- (a) The player had reported to the Club within ninety-six hours (96) of the said game; or
  - (b) The player is terminated not later than forty-eight hours (48) prior to the said game.
8. The provisions of paragraph 14 of section 4 of these By-Laws and Article 14, Section 14.07 of the Collective Agreement shall apply only if the player had reported to the Club more than ninety-six hours (96) prior to the game and was terminated within forty-eight hours (48) of the said game.

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**SECTION 10 - LEAGUE CHAMPIONSHIP**

1. The compensation payable to each player of a team participating in the Championship Game shall be remitted directly to the player's Club by the Commissioner out of the gross revenues of the Game. The number of players entitled to such compensation shall be determined annually by the Management Council not later than the Semi-Annual Meeting for that year.
2. A Member Club shall, not later than thirty days (30) prior to the date of the Championship Game, pay to the Commissioner an amount equal to fifty percent (50%) of the face value of its basic allotment of tickets to the Game, with the balance payable not later than seven days (7) prior to the date of the Game; and shall, not later than seven days (7) following the Game, pay to the Commissioner the full face value of additional tickets received from the League based on its final Division standing; and furthermore shall be subject to a penalty of Five Hundred Dollars (\$500) for each day it is delinquent in its payments to the Commissioner; it being further understood that the Commissioner shall, not later than sixty days (60) prior to the date of the Game, have distributed to each Member Club its basic allotment of tickets, as determined by the Management Council, and shall, not later than six days (6) prior to the date of the Game, have distributed to each such Member Club, on the basis of its final Division standing such additional tickets as determined by the Management Council, and thereafter shall, not later than seven days (7) following the Game, pay to each Member Club not less than seventy-five percent (75%) of its share of the net revenue from the Game with the balance to be paid within 30 days.
3. A Member Club participating in the Championship Game may claim the following expenses which, upon verification of claim by the Commissioner, shall be payable out of the gross revenues of the Game:
  - (a) The amount of three hundred (\$300) per day, or such other amount as determined from time to time by the Management Council, as a fixed amount for each day, commencing with the day after the Club has been declared one of the Grey Cup competing Clubs, and continuing up to and including the day of the Game to cover all expenses, except those expenses specifically referred to in subparagraphs (b), (c), (d) and (e) of this paragraph 3;
  - (b) The return transportation cost from the home site of the Club to the site of the Game, including the cost of transporting all necessary baggage and equipment. When air travel is used the allowable cost will be the actual rate incurred up to an amount equivalent to the current Air Canada group economy rate. The maximum number of persons for whom travel expense may be claimed shall be determined annually by the Management Council not later than the Semi-Annual Meeting for that year;
  - (c) The cost of bus transportation for Club personnel as incurred in the home city between the home site of the Club and the airport and at the Game site between the airport, stadium and team living quarters;
  - (d) The cost of hotel accommodation at the Game site for each day, up to and including the day of the Game, that the participating Club resides in and operates from such hotel as selected by the Commissioner. The amount to be allowed per day shall not exceed the cost of twenty-nine (29) twin bedded rooms, two (2) one-bedroom suites, one (1) two bedroom suite, a team meeting room, a private dining room and a team office; and

- (e) A meal allowance for each day that the participating Club resides in and operates from the hotel referred to in sub-paragraph (d) of this paragraph 3. The amount of the per diem allowance and the number of persons for whom the expense may be claimed shall be determined annually by the Management Council not later than the Semi-Annual Meeting for that year.
- 4. The costs incurred in respect of practice facilities at the game site for the competing Clubs in the Championship Game shall be payable out of the gross revenues of the Game.

## SECTION 11 – GENERAL PROHIBITIONS

1. A coach, manager, trainer, player, officer, executive or any other person connected, directly or indirectly, with a Member Club is prohibited from:
  - (a) Entering an official's dressing room;
  - (b) Wagering on any game being played or to be played by a Member Club;
  - (c) Fraternizing or consorting with a known gambler; and
  - (d) Directly or indirectly through an agent or by public or private statement or inference, contacting or negotiating with:
    - (i) Any non-playing person connected with another Member Club; or
    - (ii) Any player who is under contract to, on the Negotiation List, or Suspension List or Retired List, or otherwise the property of, another Member Club;for the purpose of engaging such non-playing person or player in activities relating to football without permission in writing having first been obtained from the Member Club with or to which such person or player is associated or under Contract;
  - (e) Disclosing to a non-playing person associated with, or a player under contract to, another Member Club confidential information regarding the present and future operations and plans of the Member Club with or to which such person or player is associated or under contract; and
  - (f) Disclosing to an unauthorized person confidential information obtained from participation in, or attendance at, a meeting of the Board of Governors or Management Council.
2. A Member Club shall not, either directly or indirectly, pay the fine for a player, coach, employee, official or team executive against whom one has been assessed.
3. During a game a Member Club shall not be permitted to employ:
  - (a) A visual reproduction device which would provide simultaneous or delayed viewing by team personnel of game action in the stadium; or
  - (b) An electronic communication device other than one which would provide oral communication between the team bench and its spotters' booth.
4. A Member Club shall not be permitted to change the design or colour of its playing uniform including the helmet, or the design of its logo, symbol or trademark unless written authorization has been granted by the Commissioner a full calendar year in advance of January 1<sup>st</sup> of the year of the playing season in which such change would occur, on the understanding that such authorization would be withheld only to conform to the provisions of any legal assignment already granted by the Club.

5. A Member Club shall not be permitted to disclose or confirm publicly any information whatsoever concerning the roster of another Member Club, including but not limited to:
  - (a) The name of a player presently on, added to, or removed from such other Club's negotiation list, Player roster, Injured Players List, Retired Players List, or League Suspension List; or
  - (b) The name of a player offered on waivers by, claimed by, or awarded to such other Club; or
  - (c) The name of a player who's playing rights have been transferred by such other Club to another Member Club by trade or purchase.
  
6. The penalty for any violation of this Section 11 shall be interpreted under the provisions of Article 10 of the Constitution.

**SECTION 12 – SECURE WEBSITE AND PLAYER COMPENSATION**

1. Each Member Club shall consent to the inclusion of its player compensation information within a central repository, to be named the Secure Website of Player Compensation, and such repository shall be maintained and controlled by the Commissioner.
2. Only authorized personnel from Member Clubs and the CFL League Office, and the CFLPA President, First Vice-President, Accountant, Legal Counsel, and one full-time administrative staff member designated by the CFLPA shall have access to the Secure Website of Player Compensation. Member Clubs shall so designate such personnel pursuant to the process outlined in Section 1, Competition Rules, subparagraph 10(b) of the By-Laws.
3. All information obtained from the Secure Website of Player Compensation by a Member Club, CFL League Office personnel or the authorized CFLPA representatives outlined in this section, including players' names and related compensation information, shall be considered strictly confidential. Such information shall not be communicated in any form by Member Clubs to anyone other than authorized personnel duly designated in accordance with the provisions of the By-Laws.

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**SECTION 13 – COMPENSATION COMPLIANCE ARBITRATION**

## 1. Compensation Compliance Dispute

- (a) A “Compensation Compliance Dispute” is any dispute involving the interpretation of, application of, or compliance with, the provisions of Articles 15 or 16 of the Constitution or any By-Law related thereto.

## 2. Initiation

- (a) A Compensation Compliance Dispute may only be initiated by the Commissioner.

## 3. Filing

- (a) The Commissioner shall initiate a Compensation Compliance Dispute by filing a written notice by email transmission or facsimile with the Compensation Compliance Arbitrator. The notice shall set forth all relevant background information giving rise to the Compensation Compliance Dispute, including an explanation of the alleged violation, reference to the specific provisions of these By-Laws that allegedly have been violated, and a statement of outlining the dispute from the affected Member Club.

## 4. Compensation Compliance Arbitrator

- (a) There shall be one Compensation Compliance Arbitrator. The Compensation Compliance Arbitrator shall be appointed by the Board of Governors on or before January 31<sup>st</sup> in each year, upon the recommendation of the Board of Governors Executive Committee. A duly appointed Compensation Compliance Arbitrator shall serve for a twelve (12) month period, or until a replacement Compensation Compliance Arbitrator has been appointed by the Board of Governors;
- (b) The Compensation Compliance Arbitrator shall set a hearing date to consider a Compensation Compliance Dispute within seven (7) days of receiving written notice initiating such Dispute from the Commissioner pursuant to Section 13.3, and shall immediately notify the affected Member Club and Commissioner of such hearing date by email transmission or facsimile. The hearing date shall be set for a date not later than sixty days (60) following the date the Compensation Compliance Arbitrator receives written notice initiating such Dispute from the Commissioner pursuant to Section 13.3;
- (c) The Compensation Compliance Arbitrator shall make findings of fact and impose penalties, if applicable, consistent with the provisions of the Constitution. The Compensation Compliance Arbitrator shall render a written decision within seven (7) days of hearing a matter under dispute;
- (d) The Compensation Compliance Arbitrator shall have the authority to compel the attendance of witnesses and the production of documents in connection with any matter within the jurisdiction of the Compensation Compliance Arbitrator; and

- (e) Decisions of the Compensation Compliance Arbitrator shall upon their issuance constitute full, final and complete disposition of the dispute, and shall be binding upon all parties involved.

5. Cost Relating to Compensation Compliance Arbitration

- (a) The compensation of the Compensation Compliance Arbitrator and the costs and expenses incurred in connection with any proceeding brought before the Compensation Compliance Arbitrator shall be payable by the Member Club found in violation if the original decision of the Commissioner is upheld or the penalty thereunder increased by the Compensation Compliance Arbitrator, and in all other cases shall be payable by the CFL; provided, however, that each participant in such proceeding shall bear its own attorneys' fees.

6. Procedure for Compensation Compliance Arbitration

- (a) All matters before the Compensation Compliance Arbitrator shall be heard and determined expeditiously. All orders and notices issued and directed by the Compensation Compliance Arbitrator shall be served on the Member Clubs, the CFL and their respective counsels and any counsel appearing for individual Member Clubs and those appearing for the CFL.



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## **1 - DEPARTMENT**

The responsible officers of a Club are to ensure that the applicable directions herein are brought to the attention of the players of the Club, to the executives, and to other personnel concerned. Any violation of these Regulations shall render the offender liable to a fine as noted hereunder. Furthermore Paragraph 2 of Section 11 of the By-laws provides that a Club shall not either directly or indirectly pay the fine assessed by the Commissioner against a player, Coach, manager, employee or team executive member.

### **A - Gambling**

1. Betting on the result of a game by anyone connected with a Club including Directors and Executive members, or by a game official, is strictly prohibited, and immediate disciplinary action will be taken for any contravention.
2. Anyone connected with a team, in any capacity, shall refuse to accept any bribe offered, calculated to influence in any way the result of a game; and any bribe offer shall be reported immediately to the Commissioner.
3. To be eligible to play in a regular League or playoff game a player is required to sign a receipt to acknowledge having read the "Notice to Players" provided annually to the Clubs by the League Office which directs attention to certain excerpts from these Regulations, the Player Contract, and the Constitution and By-laws of the League.
4. Anyone connected with a team, in any capacity, is prohibited from fraternizing or consorting with a known gambler. Breach of such prohibition will be considered conduct which brings the League and/or the game of football into disrepute and will render the violator liable to a maximum fine of Five Thousand Dollars (\$5,000) and/or suspension. Such fine must be paid by the person against whom it has been assessed.

### **B - Rules of Conduct**

1. No coach, manager, player, officer, trainer, employee or executive member of a Club shall enter the officials' dressing room at any time while it is occupied by the officials, whether before, during or after the game.
2. A Coach desiring an official to attend a team meeting for the purpose of an explanation of rule interpretations shall first obtain written permission from the Commissioner. Otherwise, game officials must refrain from attending Club practices.
3. Coaches, players, and other personnel on the players' bench and its immediate area, are forbidden from responding by gesture, word of mouth or in any other manner, to individual or collective baiting by the spectators. It is emphasized that the Club is responsible for the conduct of personnel on its bench, and in addition to any other penalty imposed during the game the Club shall be subject to disciplinary action for encroachment from the playing field.
4. The use of profane, obscene or insulting language (including remarks casting reflection upon another's colour, race or creed), under any circumstances, either to an opponent, official or spectator, is *illegal* according to the playing rules and this ruling will apply to all persons within the Coaches' areas, as well

as to players on the field. Such offences will be subject to disciplinary action beyond any penalty applied during the game.

5. In the interpretation of these Rules of Conduct all support officials including, *inter alia*, the timekeeper, downsman and yardsmen are to be regarded as "officials" in the same category as the field officials.
6. Any complaint regarding the performance of an official in any game shall be made to the Commissioner or the Director of Officiating by the Club's Head Coach or General Manager in writing on the form provided therefore. The form is to be mailed within seventy-two (72) hours of the game to which the complaint relates. Lodging a written complaint will not justify a public complaint being made either before or after. All contact between the Club and the Officiating staff shall be made through the Club General Manager.
7. Game officials have been instructed not to discuss controversial decisions or matters with the news media, or Member Club personnel. Such situations will be reported by the Referee to the Commissioner, Officiating Supervisor or the Salary Management System Liaison Officers, who will give out public statements if, in their respective opinions, the circumstances warrant same.
8. Public criticism of game officials by Club officers, executive members, Coaches, Managers, trainers or players is forbidden.
9. Any breach of these Rules of Conduct shall render the offender liable to a fine not exceeding the sum of Twenty-five Thousand Dollars (\$25,000), which must be paid by the person against whom it has been assessed.

#### **C - Dress Regulations**

1. A team is required to dress in a professional manner and the following regulations have been *prescribed to effect a standard uniform appearance*. The Club shall be required to supply team jerseys, undershirts, pants and stockings and protective gear to conform with these regulations. If a player fails to comply, the Club shall be subject to disciplinary action by the Commissioner by means of a fine in the amount of Five Hundred Dollars (\$500). Furthermore, the player shall be subject to disciplinary action by the Club.
  - (a) The team jersey shall be tucked inside the top of the pants and shall remain tucked in throughout the game. If the jersey is pulled out during the game the player shall be required to tuck it in during a break in the play. The sleeves of the short-sleeved team jersey shall not be shorter than *1/4 of the regular sleeve length*. The sleeves of a *long-sleeved undershirt* worn beneath the short-sleeved team jersey shall be of the same colour as one of the basic colours in the body of the main jersey, except that white undershirts shall not be worn.
  - (b) Uniform stockings shall be worn in such manner that no part of the player's knee or leg is exposed. The exterior stocking shall be a single piece unit covering the player's leg from the shoe to the knee, where it is overlapped by the team pant below the knee. The stocking shall be solid white colour up to the midpoint of the lower leg and the team colour above and beyond that point.

- (c) Protective gear shall be worn underneath the team jersey, pants and stockings. When a short-sleeved team jersey is worn the colour of protective gear on the elbow or lower arm shall be the same as one of the basic colours of the team, other than white.
- (d) The team uniform shall not be cut away or altered in any way whatsoever.
- (e) White tape may be used on wrists and hands but tape used on stockings or any part of the uniform shall be of the same colour as the equipment covered. If, however, during the game a player is injured in such manner that requires the exterior application of tape to the uniform to permit further play, such will be allowed as a temporary remedy only, and it shall be the responsibility of the Club to remove such tape at the first opportunity during the game. Spatting of a player's shoe and ankle shall be permitted provided that the spatting is performed by the team trainer or the team doctor or performed under the supervision of the team trainer or team doctor.
- (f) Translucent eye shields shall not be permitted for a player without prior authorization by the Commissioner.
- (g) A player shall not be permitted to wear on any part of the uniform a commercial identification not authorized by the Commissioner.

## 2 - THE OPERATION OF A GAME

### A - Appointments

1. The Commissioner will, through the Director of Officiating, appoint the Field Officials for each game. Fee and expense allowance will be paid each such Official by the Secretary-Treasurer of the League. A Downsman and Yardsmen shall also be appointed by the Director of Officiating, who may delegate such responsibility to the local officials' association.
2. All support officials including the timekeeper, scorer, communications co-ordinator and public address announcer will be appointed by the Commissioner, and shall be directly responsible to the Director of Officiating. A game statistician and play-by-play crew shall also be appointed by the Commissioner, and shall perform their duties under the directions of the League's Chief Statistician.
3. The Commissioner may appoint a representative in each Club franchise area, and will notify the Club of the name of the representative in its respective area.

The Commissioner's Representative is to be permitted free access to a Club's practice sessions, acting only at the direction of the Commissioner for any reason the Commissioner deems necessary including, inter alia, the verification of compliance by the Club with the League roster limitations.

4. *Paragraph 9 of Section 1 of the By-laws provides that a game may be postponed under certain circumstances by the Commissioner. If the Commissioner is not available the Director of Officiating or the Officiating Supervisor in attendance at the game shall be designated. In the absence of the Officiating Supervisor the Referee for that game will be the Commissioner's designate.*

### B - Playing Field

1. The home Club is responsible for providing a playing field marked according to the CFL Rule Book. Anything foreign to the playing field, such as a pitcher's mound or a jumping pit should be removed.
2. If the regulation length or width of a field is not available because of a fence, a running track or any other obstacle, a clear line of demarkation shall be established at least one foot toward the playing surface from such fence, track or obstacle. A line shall be painted on the playing surface and shall be considered as the boundary line.
3. The home Club is required to use its best endeavours to protect the field surface of the home stadium against the adverse effects of inclement weather and take such action as is reasonably possible to eliminate any effects such as excess water or snow from the field surface for the playing of a game.
4. A vertical goal post with uprights shall be placed and centered on each goal line. The uprights shall extend at least forty (40) feet above ground level and shall be joined by a crossbar parallel to the ground ten (10) feet above ground level. The distance between the insides of the uprights shall be eighteen (18) feet six (6) inches. The crossbar and uprights shall be supported by a curved single shaft post, the base of which shall be placed not further than seventy-five (75) inches from the goal line. The home Club shall be required to attach at the top of each goal post a coloured ribbon not longer than forty-two (42) inches nor wider than four (4) inches.

5. Goal posts shall be padded to a height of at least six (6) feet from the ground by foam or thick coned rubber at least two inches thick covering all sides of the goal posts.

The crossbar and uprights of the goal posts shall be painted in either the following ways: (a) one (1) solid light colour, or (b) one (1) solid light colour a minimum of four (4) feet in each direction from the junctions of the crossbar and uprights.

### C - Field Markings

1. The playing field shall be marked by painted lines measured as follows:
  - (a) The overall length of the playing field from the inside of one deadline to the inside of the other deadline shall be one hundred and fifty (150) yards.
  - (b) The length of the field of play from the field side of one (1) goal line to the field side of the other goal line shall be one hundred and ten (110) yards.
  - (c) Subject to paragraph 2 of Section B of this Part II the length of the goal area from the field side of the goal line to the inside of the deadline shall be twenty (20) yards.
  - (d) The width of the playing field from the inside of one sideline to the inside of the other sideline shall be sixty-five (65) yards.
  - (e) The distance from the field side of the goal line to the centre of the five (5) yard line shall be exactly five (5) yards.
  - (f) The distance from the centre of the five (5) yard line to the centre of the ten (10) yard line shall be exactly five (5) yards, and so on every five (5) yards to the centre of the fifty-five (55) yard line.
2. Each marking line shall be four (4) inches in width except as follows, subject to local stadium lease conditions.
  - (a) The lines marking the sidelines, sidelines-in-goal, and deadlines shall be thirty-six (36) inches wide.
  - (b) The lines marking the goal lines shall be twelve (12) inches wide.
  - (c) A line shall be painted at least six (6) feet from the sideline, extending from deadline to deadline. Such line shall serve as a boundary line for non-team personnel, such as photographers and television technicians.
3. Twenty-four (24) yards in from each sideline each crossfield stripe shall be marked with a one (1) yard stripe parallel to the sideline. Such one (1) yard stripe shall be called a hash mark.
4. Between the goal lines the field shall be marked with lines at one (1) yard intervals indicating the first, second, third and fourth yard between each crossfield stripe. Such lines shall be one (1) yard in length and shall be painted on the playing field commencing six (6) inches from the sideline. Similar lines one

- (1) yard in length shall be painted on the playing field commencing twenty-four (24) yards from the sideline.
5. In the goal area lines one (1) yard in length shall be painted on the playing field to mark the fifth, tenth and fifteenth yard between the goal line and deadline. Each line shall commence six (6) inches from the sideline-in-goal. Similar lines one (1) yard in length shall be painted commencing twenty-four (24) yards from the sideline-in-goal.
  6. Each five (5) yard line from goal line to goal line shall be identified by a numeral attached to or painted on the stadium structure or by an upright marker placed on each side of the field at least six (6) feet away from the sideline. The marker shall be of such construction and material that it will not present a hazard to a player who might fall on it.
  7. The yardage shall be painted on the playing field halfway between the sideline and hash mark to mark every second crossfield stripe (e.g. 10, 20, 30, 40, 50, 50, 40, 30, 20, 10). The fifty-five(55) yard line shall also be marked either by the letter "C" or numerals "55". Each numeral shall be six (6) feet long and not more than four (4) feet wide and may be painted in a colour different from the other field markings. The thickness of the numeral may vary from four (4) to ten (10) inches depending upon the *style of the numeral*. Each six (6) foot numeral shall be positioned so that the bottom of the numeral is exactly eleven (11) yards from the sideline, while the top is exactly eleven (11) yards from the hash mark.
  8. Subject to local stadium lease conditions, a white arrow shall be painted on the playing surface adjacent to the top portion of each number (with the exception of "C" or "55") with the point formed by the two (2) longer sides pointing towards the nearest goal line. The two (2) longer sides shall measure thirty-six (36) inches each, while the crossfield side measures eighteen (18) inches. The eighteen (18) inch crossfield side is to start fifteen (15) inches below the top of, and six (6) inches away from the edge of, the numeral nearest to the goal line.
  9. The home Club may paint its own or the League logo on the playing surface in the goal area or at centre field between the fifty (50) yard lines. Any other field marking shall require the prior approval of the Commissioner.
  10. Fifteen (15) yards from the centre of each team bench a line shall be established and marked, beyond which an authorized occupant of the team bench area may not venture during the game without the permission of the Referee. Another line shall be established along the length of the bench area, two (2) yards away from the sideline.
  11. The four (4) intersections of goal lines and sidelines, and the four (4) intersections of deadlines and sidelines-in-goal, shall be indicated by flexible markers, which must be so placed that they do not touch the surface of the actual playing field.

#### **D - Equipment and Facilities**

1. A private dressing room shall be provided for game officials. For a period commencing two (2) hours before game time and ending one (1) hour after the game's conclusion the room may be occupied only by persons authorized by the Officiating Supervisor or the Referee.

2. The home Club shall equip its officials' dressing room with a combination ball gauge and pump, so that the balls may be tested by the Referee. Wilson footballs, bearing the Commissioner's signature, shall be used in all games; natural coloured with white stripes will be used for both day and night games.
3. A minimum of seven (7) new balls shall be delivered to the officials' dressing room by the home Club at least one (1) hour before game time. Clubs are cautioned that no deviation from the minimum number will be tolerated and disciplinary action will be taken for a breach of this requirement.
4. For each game the Officiating Supervisor shall appoint an attendant on each sideline, each of whom shall be dressed in a uniform prescribed by the league and equipped with a spare football and a supply of towels. The towels shall be supplied by the home Club.
5. Each home club shall supply and maintain in proper condition a downsbox and a pair of yardsticks joined by a ten (10) yard chain to which it is possible to attach a marker which the League will provide. The marker will be fastened to the chain by the downsman when the yardsticks are positioned on a first down and will be used to determine if a subsequent first down has been earned. A downsbox having numbers at a height of not less than six and one-half (6 ½) feet above the ground shall be provided. A reserve set of yardsticks should be available at the park. All such equipment must be specifically suited to the type of playing surface. A third yardstick shall be used on the side of the field opposite the regular yardsticks to mark the ten (10) yard objective point, however such yardstick shall not be used to determine whether a first down has been gained.
6. Each team bench shall be equipped with a minimum of two (2) direct line telephone connections to its spotter's booth, a minimum of two (2) headsets in each of the bench area and the spotter's booth, and sufficient length of cord to permit the wearer to move the complete length of the bench area. The number and quality of headsets provided to the visiting Club shall be equal to those used by the home Club.
7. The home Club is required to provide a qualified person to check the telephones with a representative of the visiting Club not later than sixty (60) minutes prior to game time, and who shall be available for emergency service throughout the game.
8. In the event that during the game the equipment for either Club fails to the extent that it does not have the minimum of two (2) direct line connections between its bench and the booth the officiating Supervisor is authorized to disconnect the equipment for the other Club to the same extent until the problem is resolved.
9. Use of electronic communication devices during a game is prohibited except for facilities providing *oral communication between the team bench and its spotter's booth.*
10. At the option of the home Club, the visiting Club's bench may be placed on the side of the field opposite the home Club's bench, but only if phone facilities are provided to the visitor's bench from its spotter's booth, as provided herein. The location of such visiting Club bench shall be no less favourable than the placement of the home Club bench.
11. The home Club shall provide for the timekeeper a starter's pistol and ammunition to be used in signaling the end of a playing period, together with a red minute flag to be used in the event of failure of the scoreboard clock.

12. If the home Club installs heating, cooling or other equipment in its team bench area for a game it must make available similar equipment, at no cost, to the visiting Club for use in its team bench area. If the home Club elects not to have such equipment in its own team bench area it will not be required to provide that equipment to the visiting Club, in which event the visiting Club may, at its own expense, install the equipment in its own team bench area.

#### **E - Press Box**

1. The home Club is to provide press box accommodation for the visiting team's Coaches' equivalent to the accommodation used by the home team for that purpose, in terms of side of field, yard line, height, view of the field, etc. Such accommodation shall contain sufficient room for two (2) Coaches, two (2) adequate chairs and sufficient counterspace to permit two (2) loose leaf note books to be fully opened. The accommodation should provide complete privacy from the game spectators and shall contain a minimum of two (2) headsets that are connected to bench phones.
2. Other seats in the press box are to be provided for scouts of other Clubs provided a request is made for same at least forty-eight (48) hours prior to game time.
3. The home Club shall provide satisfactory accommodation in the press box for the officiating Supervisor at a game. Such accommodation should provide complete privacy from the spectators and other persons in the press box area, and should be equipped with direct open line telephone facilities to the timekeeper in the press box and to the timekeeper's bench at field level and a television monitor.
4. The timekeeper together with the scorer shall be located in the press box area with complete privacy, and direct control over the operation of the scoreboard clock and the countdown clock. Facilities provided shall include a direct open line telephone connection to the Officiating Supervisor and the bench at field level plus a cue switch to alert the electronic media for game time out procedures.
5. The home Club shall provide for the media members in the press box a minimum of two (2) television monitors. Each radio and television booth shall be equipped with a cue light activated by the timekeeper. A minimum of two (2) telephones shall be made available for media use before, during and after the game.
6. Canadian Football League Passes issued for the current year shall be honoured at all parks. Each such pass holder has been instructed to inform the home Club at least forty-eight (48) hours prior to a game if accommodation is required.

#### **F - Team Responsibilities**

1. It is the responsibility of the Manager of the visiting Club to ensure that proper player numbers and lineup changes of that Club are forwarded to the home Club Manager in sufficient time to permit a properly numbered lineup of the visiting Club to appear in the game program.

The home Club Manager shall be responsible for ensuring that proper player numbers and current lineups of the home Club appear in its programs.

2. A representative of the visiting Club shall be required to be present in the city of the game site not later than twelve (12) noon game site time on the day that is forty-eight (48) hours in advance of the game, and shall possess information regarding the visiting Club which shall be used to promote the game in co-operation with the home Club.
3. The team of the visiting Club, except in the case of a game between the Toronto and Hamilton Clubs, shall be required to hold a team practice at the game site not later than 5:00 p.m. game site time on the day preceding the day of the game, at the conclusion of which practice the Coaches and players shall be available for interview by the media.
4. The home Club shall be required to hold a team practice on the day preceding the day of the game at a time which immediately precedes or immediately follows the practice for the visiting team. At the conclusion of the home team practice the Coaches and players shall be available for interview by the media.
5. A member Club shall be required, not later than 5:00 p.m. game site time on the day preceding the day of a game, to make available to the media information about its team, including but not limited to, player pictures, biographical sketches, game lineup, depth chart, and statistics.
6. A Club playing a pre-season game in the home stadium of another member Club shall be limited to a roster of forty-five (45) players, including junior players. There shall be no limit on the number of players dressed by the home Club.
7. The visiting Club will wear white jerseys and the home Club dark jerseys, unless the competing Clubs agree otherwise. Player names shall be worn above the numbers on the backs of the jerseys.
8. The Rule Book prescribes that eligible receivers shall be identified by the numbers zero zero (00) to thirty-nine (39) inclusive, and seventy (70) to ninety-nine (99) inclusive. Ineligible receivers shall be identified by the numbers forty (40) to sixty-nine (69) inclusive. Where possible it is recommended that the offensive team players be numbered as follows:

Centres:	forty (40) to forty-nine (49)
Guards:	fifty (50) to fifty-nine (59)
Tackles:	sixty (60) to sixty-nine (69)
Ends:	seventy (70) to ninety-nine (99)
Backs:	zero zero (00) to thirty-nine (39).

A player who plays at a defensive position different from the offensive position shall wear the number required by the offensive position.

No two (2) players of the same team shall wear the same playing number in any pre-season, regular season, playoff or Championship Game.

9. A member Club shall be required to declare to the Commissioner and release to the media its game roster not later than 2:00 p.m. game site time on the day preceding the day of the game. The visiting Club shall be required to name its game roster prior to the time of departure from its home city en-route to the game site if such departure time is earlier than 2:00 p.m. game site time on the day preceding the day of the game. A Club having so declared its roster shall not be permitted any further change unless it can establish to the satisfaction of the Commissioner that, through circumstances

beyond the control of either the player or the Club, a player shall not be able to participate in the game.

10. A member Club, having submitted its game roster to the timekeeper at the prescribed deadline of sixty (60) minutes prior to game time, shall not be permitted to add any player to its game roster.

**G – Security**

1. The home Club shall arrange for police officers to be available to protect officials and/or competing players from the public, should such protection be necessary.
2. The home Club is responsible for the proper control of spectators and must ensure that they be kept a reasonable distance from the playing field. It is responsible for providing sufficient protection in the form of barriers, fences and security personnel to ensure that spectators do not invade the playing area or the immediate surroundings. Failure to comply with this requirement shall render the home Club liable to a fine by the Commissioner in an amount not exceeding Twenty-Five Thousand Dollars (\$25,000).
3. The home Club is responsible to ensure that ambulance and other emergency medical services are available in the Stadium throughout the game.

**H - Pre-Game Procedures**

Any deviation from the procedures outlined herein shall require the approval of the Commissioner.

1. All pre-game activities, including but not limited to player introductions, ceremonial kick-offs and anthems must be completed prior to the anticipated kick-off time, as described in paragraph 3 of this Section H, unless otherwise agreed to jointly by the Commissioner and the competing Clubs.
2. The manager of each Club shall advise the timekeeper or scorer in writing on the forms provided by the Commissioner, at least sixty (60) minutes in advance of the kick-off, the names, numbers, starting team if on offence, the starting team if on defense, those classified as imports and which players are identified as quarterbacks.

The manager must also submit at this time the names of the players to be introduced over the public address system listed in the following sequence, unless advised to the contrary:

Offence	Centre	Wide Receiver
	Left Guard	Wide Receiver
	Right Guard	Slotback
	Left Tackle	Running Back
	Right Tackle	Running Back
	Tight End	Quarterback
Defense	Left End	Linebacker
	Left Tackle	Corner Back
	Right Tackle	Corner Back
	Right End	Defensive halfback

Linebacker	Defensive halfback
Linebacker	Safety.

In recognition of changes in player position terminology it will be in order to vary the above as necessary.

3. "Anticipated kick-off" is the actual time of the kick-off, in relation to the advertised starting time, and shall be determined annually by the Commissioner.
4. Approximately eight (8) minutes prior to the anticipated kick-off of the game, twelve (12) players of each of the competing Clubs who are to be introduced shall be positioned in accordance with the provisions of paragraph 2 above and ready for introduction by the public address announcer. The visiting team will be introduced first.

It is probable that there will be a specific procedure to be followed by the Clubs when such introductions are to be televised. When there is no special procedure required for television, the following procedure will be followed: *introduction of the offensive team* - centre carrying the ball, should proceed via the shortest distance to the centre of the nearest forty-five (45) yard line and stop facing toward centre field. The remaining players will form as their particular position requires and will remain in position until the last player is introduced after which they will all jog to their bench area; - *introduction of the defensive team* - same as with the offensive team except first player will be left end and will not carry the ball.

5. Immediately following the player introductions, the Club captains shall report to centre field to meet the Referee to permit the captains to make their "choices". After making their choices the Club captains will return to their respective bench areas, immediately prior to the start of the second half, the captains shall again report to centre field to meet the Referee to make their "choices" for that half.
6. When the national anthem is played all players in uniform shall stand in a single line along the sideline in their team bench area facing the playing field. Each player shall remove the helmet and hold it in the left arm with the back of the helmet in the crook of the elbow. Non-players shall stand in the same line at the end furthest from the centre of the field with hats removed. The field officials shall stand in a single line along the sideline with caps removed and held in the left hand.
7. Following the playing of the national anthem, which shall commence one hundred and twenty (120) seconds prior to the anticipated kick-off time, the players will assume their regular positions and the kick-off will proceed.
8. For pre-game warm-ups each team shall have exclusive use of one half of the playing field divided by the fifty-five (55) yard line. The home Club shall designate before the warm-ups which end of the field may be used by the visiting Club. The playing field shall be available for the pre-game warm-ups at least sixty (60) minutes prior to the advertised start time, and shall be vacated by both teams not later than twenty-five (25) minutes prior to the anticipated kick-off.
9. Forty (40) minutes prior to game time the Referee and Umpire shall be available at the centre point of the forty-five (45) yard line toward the end of the field occupied by the visiting team for its warm-up. The Coach of the visiting team interested in meeting with the Referee will be required to do so at this time. The Referee and Umpire will be available for a maximum of five (5) minutes for consultation.

The Referee and Umpire shall then go to the centre point of the forty-five (45) yard line toward the end of the field occupied by the home team for the purpose of meeting with the Head Coach of the home team for a maximum of five (5) minutes. If either Head Coach does not meet with the Referee and Umpire at the respective times noted above, the Referee and Umpire shall, after a period of two (2) minutes, assume that there is no desire on the part of the Coach to have such a meeting. At no time thereafter shall a member of the coaching staff, or the manager, or a Club officer, executive or employee approach an official for the purpose of seeking information or expressing any opinion except that a Coach may request from the nearest sideline official an interpretation of a call or the identity of an offending player.

10. A player who normally wears the number of an eligible receiver position shall be permitted to occupy the position of an ineligible receiver on a third down play throughout the game, on a convert attempt, or on a kicking formation on any down during the last minute in any quarter. In any such event the player shall be regarded as an ineligible receiver.

If the team intends to take advantage of this rule the Referee must be informed by the team captain prior to the game identifying the names and numbers of such players who will be occupying such positions, and the Referee shall inform the opposing team captain. Thereafter it will not be necessary for the team captain to report further to the Referee, unless a different player is to be used in this manner, in which case the Referee shall also inform the Team B captain.

11. A player shall be permitted to change playing number if the original jersey is damaged, or if the player is changing position. Any such change shall be reported to the Referee, who shall also inform the opponents and the timekeeper. A player shall not be permitted to change the jersey while on the playing field.

#### **J - During the Game**

1. Throughout the game only the players in uniform and not more than a specified number of other accredited persons shall be permitted to occupy a Club's players' bench or its immediate area. Personnel within the bench area are prohibited from wearing clothing or equipment of any kind bearing a visible commercial identification not authorized by the Commissioner.
2. The Coach is in charge of the players' bench and will be held responsible for the conduct of all persons on said bench or within the immediate area.
3. The Coach of a Member Club is fully responsible for compliance with the By-Laws and playing rules concerning the use of an identified quarterback at another position and the deployment of the designated special team import players. If forty-two (42) players are included within the active roster of a Member Club, three (3) of these players must be identified as quarterbacks. If forty-one (41) players are included within the active roster of a Member Club, two (2) of these players must be identified as quarterbacks. Quarterbacks shall be permitted to alternate for each other at the quarterback position, subject to the following conditions:
  - (a) An identified quarterback shall not, under any circumstances, be permitted to play at another position, on Team A (offence) or Team B (defense), with the exception of kicking duties as described herein;

- (b) Two (2) or more identified quarterbacks may not, under any circumstances, be permitted in the game at the same time; and
- (c) The player identified as the third quarterback shall not be eligible for kicking duties.

Furthermore, if a Member Club dresses nineteen (19) import players, three (3) shall be designated imports and designated as special team players who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play. If a Member Club dresses eighteen (18) import players, two (2) shall be designated imports and designated as a special team players who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play. If a Member Club dresses seventeen (17) import players, one shall be a designated import and designated as a special team player who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play.

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

It is pointed out that Article 10.07 of the League Constitution may be applied in the event of a violation of Section 8, paragraph 2 of the By-laws. Furthermore, Section 2 of the By-laws provides that the use of an ineligible player may be considered valid grounds for protest.

- 4. Team substitutes are to remain in the bench area at least two (2) yards away from the sideline.
- 5. A player who has been disqualified from the game for rough play or other misconduct shall be required to leave the field, proceed immediately to the team dressing room and shall not be permitted to return to the bench area. If such player remains on the bench the Referee shall make note of same in the game report.
- 6. In the event of an incident occurring in the course of a game which a Club feels affords it the right to protest, the manager shall advise the Timekeeper of the fact, and the Timekeeper shall make a notation of the time elapsed in the game and the score at that time. Where a visiting team is seated across the field from the Timekeeper, the manager will proceed to the official on that side of the field and request that the official notify the Timekeeper. No necessity exists to advise the Referee or the Head Linesman otherwise. The proper manner of lodging a protest is set out in Section 2 of the By-laws.
- 7. Game officials are instructed to cause anyone who persists in "objectionable conduct" while on the players' bench or in the Coaches' area to be removed from the field. The home Club is responsible for enforcing the removal of such persons, by police officers if necessary. An official is authorized to repeat a yardage penalty for persistent objectionable conduct.
- 8. The home Club shall be responsible for the operation of scoreboard displays in the stadium and the content of public address announcements. It shall not permit the use of any device within the stadium to encourage crowd noise during the time that the visiting team has possession of the ball.

## K - Timing Procedures

1. The scoreboard clock shall be the official time for the game. If a play is in progress when the clock registers zero (0) time remaining in a period, that play shall be permitted to run to its conclusion before the Referee declares that the period is ended.
2. The timing of the game is to be administered as prescribed in the CFL Rule Book by Rule 1, Section 7, and Rule 2, Section 2, Article 10.
3. The Referee shall call time-out on the following occasions, whether or not there is a broadcast origination of the game:
  - (a) At 12:00 of the second and fourth quarters, a time-out of one hundred and ten (110) seconds;
  - (b) At the request of a player at any time during a half, a time-out of thirty (30) seconds;
  - (c) At the conclusion of the first and third quarters, a time-out of one hundred and forty (140) seconds;
  - (d) At the conclusion of regulation time, prior to commencement of overtime, a time-out of one hundred and twenty (120) seconds;
  - (e) At the request of the team captain during the last minute of each half of the overtime period a time-out of thirty (30) seconds; and
  - (f) At the conclusion of the first half of the overtime period, a time out of ninety (90) seconds.
4. The television broadcaster shall be entitled to request in each quarter a maximum of three (3) time-outs of one hundred and ten (110) seconds duration, which may be taken only following a scoring play or change of possession, or during a delay due to player injury requiring the presence of team medical attendants on field. Once the broadcaster has elected to take one (1) of the three (3) allotted time-outs the Communications Co-ordinator shall signal the Referee, who shall withhold declaring the ball in play until the Communications Co-ordinator has signaled that the one hundred and ten (110) second interval has elapsed.
5. The co-operation of the field officials and the Timekeeper's staff is required to effect a time-out, and the following procedures are prescribed:
  - (a) The Timekeeper shall advise the Communications Co-ordinator at field level to remind the Referee, via the nearest sideline official, when there are fewer than four (4) minutes to play in the second and fourth quarters;
  - (b) The Referee shall, while Team A is in its huddle, signal to the Communications Co-ordinator that the three (3) minute time-out will be called at the conclusion of that play. If a touchdown is scored on the play the time-out shall be delayed until the convert has been attempted;

- (c) At the conclusion of the play, or convert attempt, the Referee shall turn to the Communications Co-ordinator and give the T-sign with the hands. The Co-ordinator will respond by waving the flag. The Timekeeper shall commence timing the authorized sixty (60) or one hundred and ten (110) seconds. The same procedure shall be followed when a player requests a time-out during a half (1/2) or when any other authorized time-out is called, as in paragraph four (4) of this section K.
- (d) When ten (10) seconds are remaining in the time-out the Timekeeper shall inform the Communications Co-ordinator who shall raise both hands with fingers extended to alert the Referee to resume the game in ten (10) seconds. When five (5) seconds remain the Co-ordinator shall lower one hand, indicating that five (5) seconds remain and upon expiration of the allotted time will lower the other hand and by waving the flag signal the Referee to resume play.
6. Half-time intermission shall be fourteen (14) minutes with both Clubs being advised by the timekeeper, by appropriate means, after nine (9) minutes that the second half will commence in five (5) minutes. A team shall be subject to yardage penalty if it fails to have its players on the field in time for the kick-off. If the second half kick-off is delayed because the half-time entertainers have not cleared the field the home Club shall be subject to fine by the Commissioner.

#### L - Emergency Procedures

1. If prior to any game the best information available indicates the probability of extremely unfavourable playing conditions, including but not limited to those which would be created by inclement weather of any kind, force majeure or power failure, a game may be postponed to the following day if such postponement is authorized:
- (a) For a regular season and playoff game by the Commissioner and both competing Clubs; and
  - (b) For the Grey Cup Championship Game by the Commissioner.
2. If a regular season, playoff or Championship game has commenced and extremely unfavourable playing conditions occur as contemplated in subparagraph (1) above, the Commissioner may declare the game suspended and if, in the sole judgment of the Commissioner, such conditions will preclude the resumption of the game in a reasonable time on the same day the following procedure will be applied:
- (a) If the game is suspended any time during the first three quarters it shall be continued on the following day and possession and location of the ball, yardage and downs to be gained, time to be played and score will remain the same as they existed when the game was suspended.
  - (b) If the game is suspended in the fourth quarter, two (2) ten (10) minute halves will be played the following day with only the score remaining the same as it existed when the game was suspended.
  - (c) Having regard to the score and remaining time if it is agreed by the Commissioner and both competing Clubs in the case of a regular season and playoff game, and recommended solely

by the Commissioner in the case of the Championship Game, any game which is suspended in the fourth quarter may be declared ended.

3. In the event that the scoreboard clock becomes inoperative or otherwise fails to function correctly prior to or during the course of a game, the full co-operation of all game officials is required to ensure that the game is properly completed and the public kept informed. The following procedure has therefore been prescribed.
  - (a) The regular time-outs will be observed, with the Referee instituting such breaks in the normal manner.
  - (b) When the time remaining to be played in the quarter is eleven (11) minutes, eight (8) minutes, five (5) minutes or three (3) minutes the Timekeeper shall so inform the Referee, who will advise the team captains. The line of communications from the Timekeeper to the Referee may involve other officials such as the Communications Co-ordinator and other field officials. The same information should be made available to the P.A. Announcer to relay to the public.
  - (c) When less than three (3) minutes remain to be played in the quarter the same procedure will be followed with the Referee being advised when two (2) minutes remain, when one (1) minute remains, and the actual time remaining after each play in the final minute of the quarter.
4. The Timekeeper, in the press box area, shall be in constant direct open line telephone communication with an assistant at field level. If the scoreboard clock should fail to function the time remaining in the quarter shall be made readily available to the Referee. If the Timekeeper's communication with the assistant should also fail, the assistant timekeeper at field level shall resume the timing of the game for the balance of that quarter. At the end of the quarter the Referee shall discuss with the officiating Supervisor and the Timekeeper the timing procedure to be followed for the remainder of the game.
5. It is of paramount importance that a game be played to its conclusion, as the final score of a game may have a bearing on the team standings. To maintain the necessary field control the following precautions will be taken:
  - (a) During the final quarter the P.A. Announcer should attempt to determine by observation whether a field control problem may be anticipated. Particular attention should be paid to those areas where youngsters are assembled.
  - (b) If such a problem appears likely the P.A. announcer should request the crowd to keep off the playing field and at the same time should check with the timekeeper to alert the field officials for possible emergency action.
  - (c) If the crowd encroaches on the field the Referee shall delay the game while the P.A. Announcer advises that the game shall not continue until the field has been cleared.
  - (d) The officials shall observe the reaction of the encroaching fans and if there has been no improvement within a reasonable time, not to exceed three (3) minutes, the Referee after consultation with the officiating Supervisor may declare the game terminated.

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**M – Overtime**

1. In the event that the score is tied at the end of regulation time in a regular season game a maximum of two (2) overtime periods will be played using the following procedure:
  - (a) The regular playing rules will apply, except that no time limits other than the countdown clock before the ball is put in play;
  - (b) The team winning the coin toss at the start of the overtime may elect whether to scrimmage the ball or which end of the field to defend;
  - (c) The first team shall scrimmage the ball at the opponents thirty-five (35) yard line and may advance the ball until it makes a score or loses possession;
  - (d) The second team shall then take possession at the same thirty-five (35) yard line and may advance the ball until it makes a score or loses possession;
  - (e) If the score remains tied at the end of the first overtime period, a second overtime will be played at the opposite end of the field using the same procedure;
  - (f) If the score remains tied after two (2) overtime periods the game will be terminated and declared a tie; and
  - (g) If the game is a division playoff or League Championship game and a winner must be determined, further overtime periods will be played until the game is concluded.

**N - After the Game**

1. The Head Coach shall be required to make all players and coaching staff available for interview by members of the media not later than fifteen (15) minutes following the end of the game.

### **3 - FIELD OFFICIALS**

#### **A – Appointments**

1. A notice of a game appointment will be mailed to an official who is asked to mail acceptance in a sealed envelope to the Director of Officiating. If unable to accept an appointment it is requested that the Director of Officiating be advised by "Collect" telephone call.
2. The Downsman appointed for a game shall be a qualified minor official considered by the Officiating Supervisor to be capable of entering the game if required.
3. In the event that the Referee fails to arrive, becomes ill or is injured before or during the game the Officiating Supervisor shall designate a replacement.
4. If the appointment is in another city it is the official's responsibility to arrange the travelling schedule to arrive in time for the pre-game assignments. If hotel accommodation is required the official shall stay at the hotel selected by the Director of Officiating. If another flight is available the official should avoid travelling with the visiting Club.

#### **B – Supervision**

1. An official is responsible to the Commissioner, the Director of Officiating and the Officiating Supervisors. Continued employment depends upon knowledge and application of the Rules, performance on the field, and physical condition. A football official holds a position of authority and responsibility and conduct, both on and off the field, should be governed accordingly.
2. *The official is expected to become fully familiar with these Regulations, including those applicable to Club personnel and support officials. During the season there may be further Rules Bulletins containing additional instructions on rules interpretations and field mechanics which should be retained for ready reference.*
3. The Director of Officiating or the Officiating Supervisor shall be present at each game, and any instructions on rules interpretations and field mechanics are to be followed.
4. The Referee is required to sign the Official Score Sheet at the conclusion of the game and at this time should verify that the player numbers on the game report card conform with the Official Score Sheet.

**C – Administration**

1. At the discretion of the Commissioner a meeting of field officials shall be held at a time and place to be determined. An official attending such meeting shall be paid one (1) day's expense allowance. Return economy air fare and hotel accommodation shall be paid by the League.
2. Prior to each season the Commissioner shall review each official's performance in the preceding year to determine compliance with the standards required of a field official.
3. For services in any pre-season, regular season, playoff game or League Championship Game, an official shall be paid according to the scale of fees as determined annually by the Commissioner.
4. In addition to fee for services an official shall receive an allowance for expenses incurred in arriving at the game site, other than air fare or hotel accommodation which shall be paid directly by the League. The amount of such allowance shall be determined annually by the Commissioner.
5. An official shall receive one (1) day's allowance for a game unless, because of flight schedules, it is necessary to be away for more than one night, in which case such additional allowance shall be paid as determined by the Commissioner.
6. The League shall supply each official when required with one nylon jersey, one cap, one penalty marker and numbers attached to the jersey. The official shall provide other approved equipment.
7. The Secretary Treasurer of the League shall pay to each official the accrued fees and allowances twice monthly during the season.

**D - Deportment and Dress**

1. The standard dress for a field official consists of a black and white striped jersey with an assigned individual number, white pants, black stockings with white stripes, black football shoes with white laces, a white cap (or a black cap in the case of the referee), a whistle and a coloured marker. A short sleeved jersey may be worn only if all officials wear them.
2. The official should provide adequate footwear suitable for all types of playing surfaces and field conditions.
3. The field officials, including local appointees, should travel to the game site together and leave together. The officials shall dress in their game uniforms in the room provided at the stadium, unless it is agreed between the officials and the Commissioner or Officiating Supervisor that the dressing room facility is inadequate for this purpose.
4. The Downsman and Yardsmen will dress in the same manner as field officials. They may use the officials' dressing room at the stadium but shall refrain from commenting on the game or the officiating. During the game the regular Yardsmen shall wear orange coloured vests bearing the CFL symbol. The Downsman shall wear a yellow coloured vest bearing the CFL symbol.

5. During a game an official may wear a radio transmitter or other electronic device only with the prior approval of the Commissioner.
6. An official in uniform may smoke in the dressing room or at the hotel, but not elsewhere.
7. Prior to the game the Referee shall examine the game balls and test them with the combination gauge and pump which shall be provided in the officials' dressing room and shall measure the girth circumference of the game balls to ensure that each meets the standard of twenty-one (21) inches. A tolerance of one-eighth (1/8) of an inch is permitted. If the variance is greater than one eighth (1/8) of an inch the ball shall be rejected and replaced.
8. The officials shall not tolerate the use of profane, obscene or insulting language, including comments on another's colour, race or creed, directed at opponents, officials or spectators. This prohibition applies to players on the field and players' bench and also to other persons on the players' bench or in the Coaches' area. Objectionable conduct by any such person is sufficient cause for removal of that person from the field. The officials are required to exercise judgment in penalizing such conduct, and any such violation shall be included in the Referee's game report.
9. The Club has been instructed that a Coach, manager, executive member, employee or other representative of the Club is prohibited from entering the officials' dressing room while occupied by the officials before, during or after the game. Any violation of this prohibition shall be reported immediately to the Supervisor and the Commissioner.
10. An official is not to make any public statement with respect to any matter which occurred in the game.
11. With the approval of the Director of Officiating an official may officiate in minor football games for the purpose of maintaining the required level of physical and mental agility.
12. During the season an official should avoid fraternization with players or Club employees and at all times shall avoid any association with a known gambler. Any breach of this regulation will lead to dismissal.

#### **E - Game Procedures**

1. Approximately forty (40) minutes prior to game time the field officials shall check the playing field to ensure that it conforms to the Rule Book. They will note any natural obstacles in the end zones and watch for irregularities in the playing surface. The officiating Supervisor or the Referee may bring to the attention of the home Club General Manager or the stadium supervisor any non-compliance with the League regulations for field markings noted by the field officials.
2. The opening kick-off shall take place at a time prescribed by the Commissioner in relation to the advertised starting time of the game. The officials shall leave the dressing room in a group in sufficient time to reach midfield at the advertised starting time.
3. All officials shall be equipped with whistles and any one of them may stop the play when the ball becomes dead.

4. When an infraction occurs which does not require a stoppage in play the marker must be thrown. In using the marker to indicate the point of a rule infraction it should be tossed in the air rather than dropped on the ground, in order that the call may be more readily noticed by other officials.
5. When an infraction has been called by an official other than the Referee, the official shall inform the Referee by audible means and, if necessary, suggest the applicable penalty. The Referee, however, shall award the penalty.
6. In the event that two (2) officials, other than the Referee, make different calls on the same play, the Referee shall consult with both and decide which call shall apply.
7. The Referee may call other officials and/or both captains into consultation when necessary to obtain the facts upon which to make a decision.
8. A captain has the right to ask the Referee for an explanation of an infraction and/or confirmation of a first down decision, and should be given a reasonable hearing. Only the captain has such right, and may speak only with the Referee. The Referee prior to explaining a penalty and option to the captain of the non-offending team shall give the signal for the infraction and indicate the offending team.
9. When the yardsticks have been positioned on a first down play the downsman shall fasten the harness-snap on the chain at the point where it intersects the edge of the crossfield stripe nearest to the forward point of the ball. When the yardsticks are called for a measure by the Referee, the Umpire shall place the harness-snap on the same crossfield stripe at the edge furthest from the forward point of the ball. If the measurement has been requested by one (1) of the teams the Referee shall indicate by the approved signal which team made the request. During the measurement one (1) captain from each team shall be the only players permitted in the vicinity.
10. The Headlinesman and Line Judge shall not raise their arms to "close the gates" on substitution until Team A breaks its huddle. *Since in most cases the centre leaves the huddle a split second before the teammates the huddle will not be considered "broken" for this purpose until the other players leave.*
11. On a goal line play the official in position to see that the forward point of the ball, in possession of a player, has touched the plane of the goal line shall signal a touchdown by raising arms in the approved manner.
12. The Referee is responsible for the time count and, if the stadium countdown clock is not in operation, may use any appropriate method to ensure that the ball is put into play within the required time, or may assign the responsibility to another official.
13. It is the responsibility of the Coach to ensure that the required number of players are on the field. If an official observes that a team is playing shorthanded no action is necessary. However, an excess number of players shall be subject to penalty.
14. Regulations regarding the active roster provide that a Member Club may dress a maximum of forty-two (42) players or a minimum of forty-one (41) players, of whom not more than nineteen (19) may be imports. If forty-two (42) players are included within the active roster, three (3) of these players must be identified as quarterbacks. If forty-one (41) players are included within the active roster, two (2) of these players must be identified as quarterbacks. If a Member Club dresses nineteen (19) import players, three (3) shall be designated imports and designated as special team players who may

enter the game at another position only upon the understanding that another import player is required to leave the game for that play. If a Member Club dresses eighteen (18) import players, two (2) shall be designated imports and designated as special team players who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play. If a Member Club dresses seventeen (17) import players, one shall be a designated import and designated as special team player who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play.

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

Players identified as quarterbacks shall be permitted to alternate for each other during the game at the quarterback position exclusively, and shall not, under any circumstances be permitted in the game at the same time or to play at other positions. A player identified as a quarterback shall be deemed to be playing at that position if, at the instant the ball is snapped, such player is in position to receive the ball directly from the player designated as the centre. Furthermore, a quarterback, other than the third quarterback, shall be eligible as a kicker on a kick-off or a play from scrimmage.

The Member Club Manager shall, not later than sixty (60) minutes prior to the advertised start time of a game, submit the active roster to the Timekeeper, indicating the players identified as quarterbacks, including the player identified as the third quarterback and the name of the imports designated as special team players on the forms approved by the Commissioner. The Referee shall obtain this information from the Timekeeper or Scorer and instruct the Line Judge to make the necessary notations on the Official's Card.

15. The official should become familiar with all the provisions of Part 2, "The Operation of a Game" and in particular should be fully conversant with Section K. "Timing Procedures", and Section L "Emergency Procedures" and Section M "Overtime".
16. After the three (3) minute whistle has been sounded in the second and fourth quarters, time shall resume on the snap of the ball following certain plays as outlined in the Rule Book. The timekeeper will have stopped the clock as the ball became dead on the previous play and will start the clock again on the next play on signal from the Referee, which shall be given thusly: The Referee shall set the ball, check the yardsticks, raise the right arm and walk away from the ball and will signal the timekeeper to commence the countdown clock to time the Team A huddle, even though the scoreboard clock may not be moving.
17. The clock shall be stopped during a kick-off and time resumed as soon as the ball is touched. The timekeeper will start the clock upon signal from the official covering the area into which the ball is kicked, who shall signal "Time In" by a clockwise motion of the arm.
18. The Rules Committee has determined that if in the opinion of the Referee Team A is taking deliberate third down penalties by refusing to put the ball into play the Referee shall be empowered to order Team A to put the ball into play or forfeit possession to the opponents.

This penalty is intended to be used only in extreme circumstances and when applied the Referee shall be required to make a full report to the Commissioner.

19. A player who has been disqualified from the game for rough play or other misconduct, shall be required to leave the field and not occupy the players bench. If such player remains on the bench the Referee shall make note of same in the game report.
20. In the event that during a play a person other than an official blows a whistle and, in the judgment of the Referee, such whistle disrupts the game in that players react to a perceived stoppage in play, the Referee shall terminate the play immediately and order the game to be resumed as follows:
  - (a) Replay the same down, with the clock reset, at the point of last scrimmage if the whistle had sounded before the play crossed the line of scrimmage, or
  - (b) Award the ball to the team entitled to possession at the point the ball was held when the whistle sounded with the downs continuing, if the play had proceeded across the line of scrimmage or if possession had changed.

#### 4 - TIMEKEEPER

##### A – Authority

1. The Timekeeper shall be located in the press box area, or a similar location above field level, with direct supervision over the operation of the scoreboard clock and the countdown clock and at all times shall have direct open line telephone communication with the Assistant Timekeeper at field level, who shall maintain liaison with the field officials and television technicians. The Communications Co-ordinator shall perform certain duties of the Timekeeper at field level, such as raising the minute flag when required, firing the gun, and co-ordinating official time-out procedures.
2. During the game the only other persons authorized to be in the Timekeeper's area shall be the Scorer and such other persons approved by the Commissioner. The only persons authorized to occupy the bench at field level are the Assistant Timekeeper, Communications Co-ordinator, Television Technicians, and such other persons approved by the Commissioner.

##### B – Pre-Game

1. The Manager of each competing Member Club is required to deliver to the Timekeeper at the Member Club dressing room not later than sixty (60) minutes prior to the advertised start time, the active roster for that game on the forms approved by the Commissioner. The time of delivery is to be noted on the Lineup Form. A Member Club may dress a maximum of forty-two (42) players or a minimum of forty-one (41) players, of whom not more than nineteen (19) may be imports. If forty-two (42) players are included within the active roster, three (3) of these players must be identified as quarterbacks. If forty-one (41) players are included within the active roster, two (2) of these players must be identified as quarterbacks. If a Member Club dresses nineteen (19) import players, three (3) shall be designated imports and designated as special team players who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play. If a Member Club dresses eighteen (18) import players, two shall be designated imports and designated as special team players who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play. If a Member Club dresses seventeen (17) import players, one shall be a designated import and designated as special team player who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play.

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

2. The game will start at a time determined by the Commissioner in relation to the advertised starting time.
3. The National Anthem is to be played prior to the start of the game at a time to be determined by the Commissioner.

**Section C - During the Game**

1. The Timekeeper and assistants are required to become fully familiar with the provisions of Part II of these Regulations, "The Operation of a Game". Particular attention shall be paid to Section K, "Timing Procedures", and Section L, "Emergency Procedures".
2. If during the course of the game a club manager advises that the game is being protested proper notation is to be made on the official score sheet of the time elapsed in the game and the score of the game at that moment.

**5 - SCORER**

1. The manager of each competing Club is required to deliver to the timekeeper, at the Club dressing room not later than sixty (60) minutes prior to the advertised start time the player lineup for that game. The time of delivery will be noted on the lineup form.
2. A Member Club may dress a maximum of forty-two (42) players or a minimum of forty-one (41) players, of whom not more than nineteen (19) may be imports. If forty-two (42) players are included within the active roster, three (3) of these players must be identified as quarterbacks. If forty-one (41) players are included within the active roster, two (2) of these players must be identified as quarterbacks. If a Member Club dresses nineteen (19) import players, three (3) shall be designated imports and designated as special team players who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play. If a Member Club dresses eighteen (18) import players, two (2) shall be designated imports and designated as special team players who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play. If a Member Club dresses seventeen (17) import players, one shall be a designated import and designated as special team player who may enter the game at another position only upon the understanding that another import player is required to leave the game for that play.

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

3. The Official Score Sheet provides for the names and numbers of the active roster for each Member Club. Players identified as quarterbacks shall be indicated on the Official Score Sheet by circling the playing numbers opposite their names and the designated special team players shall be indicated in the same manner.
4. The official scoring rules for the Canadian Football League require that a safety touch is a team score with no individual credit given. Credit for a rouge or single point shall be given to the player who kicked the ball into the goal area.
5. Following the game, both copies of the Official Score Sheet, together with the Lineup Forms submitted by the Member Clubs and the Timekeeper's Game Report, are to be delivered to the Officiating Supervisor. The Officiating Supervisor shall be responsible for sending the original copy of the Official Score Sheet to the CFL League Office and this information shall be reviewed by the League to verify a Member Club's SEC Game Reports.
6. The Scorer is requested to record the announced attendance in the space provided on the score sheet.
7. The Scorer shall be located in the Press Box with the Timekeeper, under the direct supervision of the Timekeeper and shall perform such duties as assigned.

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## PART 6 - PUBLIC ADDRESS ANNOUNCER

### Section A - General Conduct

1. The P.A. announcer is a game official and therefore is responsible to the Commissioner, Director of Officiating and the Officiating Supervisor and must maintain an attitude of strict impartiality throughout the game. To ensure such attitude, an even and uniform tone of voice is required for all announcements.
2. The duty of the P.A. announcer is *exclusively* to furnish information to the spectators within the limits hereinafter detailed.
3. The announcer is required to know the penalty signals on the back pages of the Rule Book in order to interpret the actions of the field officials and be accurate in all announcements. At no time should the details or nature of a penalty be announced unless certain of "the call". In case of doubt no announcement should be made.
4. The name of an injured player may be announced if there is no doubt regarding the player's identity. The announcer shall refrain from commenting on the nature of the injuries or calling for applause when the injured player comes off the field or on any other occasion.
5. No announcement is to be made of a team or player going into a kick formation, nor is there any necessity of announcing an attempt at a placement, or the name of the player about to kick, or the name of the player about to hold the ball.
6. Stadium announcements are not to be made during the playing portion of the game and should be reserved for the following intervals:
  - (a) Half time
  - (b) Quarter and three quarter time
  - (c) Official time-outs.

Such announcements require the approval of the home Club manager.

7. The Referee will call time-out at specified times during the game and will give an approved signal with the marker for the benefit of radio, television and P.A. announcer. It is suggested that, subject to the approval of the home Club manager, such intervals be used for stadium announcements.

**B - Pre-Game**

1. Sixty (60) minutes prior to game time, the timekeeper will have received from the managers of the competing Clubs, player lineups on which will be indicated the player rosters for the game, the players' numbers and teams to be introduced. The P.A. announcer will also check to ensure that the jersey numbers of the players are correctly listed in the program lineups distributed at the game.
2. Announcement of number changes required to conform to the program lineup should be completed at least nine (9) minutes before the scheduled kick-off.
3. Immediately following the player introductions the field officials are to be introduced by position and name as follows:

Referee	-Mr. Joe Smith
Umpire	-Mr. John Brown
Headlinesman	-Mr. Jim Black
Line Judge	-Mr. Bob White
Back Judge	-Mr. Hugh Green
Side Judge	-Mr. Pete Blue
Field Judge	-Mr. Syd James

There shall be no reference to the home cities of the officials.

4. The starting players to be introduced will be positioned ready for the introductions approximately eight (8) minutes prior to the anticipated kick-off time of the game. The visiting team will be introduced first, listed in the sequence detailed in paragraph 2 of Section H of Part II of these regulations.

The announcement is to be brief, in the following manner:

"At Centre No. 42 - John Burke".

The player announced will run onto the field. After the players of the visiting team have been introduced they will then leave the field and the home team will then be introduced in the same manner.

5. When the national anthem is played all players in uniform shall stand in a single line along the sideline in their team bench area. Upon a signal from the Timekeeper the P.A. Announcer shall announce the national anthem, which shall commence one hundred and twenty (120) seconds prior to the anticipated kick-off time.
6. No announcement is required on kick-offs, i.e. the name of the player kicking should not be mentioned.

**C - During Game**

1. At the conclusion of a running play the names of the ball carrier and tackler and the yardage gained will be announced, and then the number of the down and the yards to go.

Suggested terminology:

"Ball carried by Jones"  
 or  
 "Jones, the ball carrier;  
 Tackled by Smith and Brown;  
 A gain of 3 yards;  
 Second and seven."

On occasion, announcement can be made of the yardage line on which the ball is placed. There is absolutely no necessity to preface the above announcement with the statement, "the ball is handed off by John Doe, quarterback, to Jones, etc." or to describe the path of the ball carrier by a statement such as, "Jones off tackle", or "Jones through the centre", and this practice will not be condoned.

2. At the conclusion of a pass play, the announcer shall identify the passer and receiver (if completed) and advise the yardage gained. If the pass was incomplete as a result of being knocked down by a defender, that player's name may be mentioned. In all cases, it will be in order to announce the number of the "next down and the yardage to go".

Suggested terminology:

*Completion:* "Pass thrown by Smith;  
 Received by Jones;  
 Gain of 11 yards;  
 First down on Winnipeg 30 yard line."

*Incompletion:* "Pass thrown by Smith;  
 Knocked down by White;  
 Third and Four.:  
 or  
 "Pass thrown by Smith;  
 Incomplete  
 Third and Four."

*Interception:* "Pass thrown by Smith;  
 Interception by Brown;  
 First down Toronto;  
 Ball on Ottawa forty (40) yard line."

3. Announcements should be made when the spectator noise has subsided wholly or partially. There should not be an announcement as the ball is about to be put into play.
4. It is not necessary to announce mass substitutions, except that a quarterback change should be announced: "Joe Blow now in at quarterback for the Winnipeg Blue Bombers".

5. The time elapsed during a quarter, or the time remaining to the quarter, half or end of the game, *must never be announced or commented on either directly or indirectly*, unless visual time clock fails, in which case the instructions in Section L of Part II of these Regulations will apply. The P.A. Announcer should use own judgment in determining the frequency of such announcements, having regard to the time remaining and the difference in the timing rules in the last three (3) minutes of a half.
  
6. The P.A. Announcer shall be required to become familiar with the provisions of Part II of these Regulations. "The Operation of a Game". Particular attention should be paid to Section K, "Timing Procedures", and Section L, "Emergency Procedures".

## 7 - STATISTICIAN

1. The primary responsibility of the statistician is to record the information on each play as required by the League's statistical and scoring rules, and to compile for the League records the individual and team performances for that game.
2. Statistical information on the game shall also be made available to the competing teams and news media at the conclusion of the game. If possible such information may be provided at the end of each quarter if it can be accomplished without jeopardizing the proper conduct of the statistician's main duties.
3. A statistician should not attempt to provide information to a play-by-play announcer on a radio or television broadcast during the course of a game. However, there is no objection to participation therein at the quarter time and half time intervals.
4. Following each game the statistics shall be telephoned or transmitted by facsimile to a designated person at the League office, who will use such information for the current weekly release.
5. A complete statistical report of the game shall be recorded on the four (4) page forms provided. The original copy shall be forwarded to the League office, with copies to the visiting team Coach, the home team Coach, and the Information Officer for each team. Such four (4) page report should be typed, if possible, otherwise printed neatly in ink.
6. In cases of doubt involving such matters as the identity of a player recovering a fumble, intercepting a pass, etc., or the point on the field where possession changed hands, etc., the home Club has agreed to co-operate in every possible way, including the checking of game films, to provide correct information.
7. The individual and team statistics shall be recorded in a computer; consequently, it is of paramount importance that the statistician's report be mathematically accurate.
8. If there is any variation between the telephoned report and the four (4) page report such should be brought to the attention of the League Statistician immediately so that any necessary correction may be made on the computer.
9. The League Office will issue a weekly release during the season summarizing the statistics for all games played to the date of release.
10. For a period of seventy-two (72) hours following the completion of a game a competing Club may challenge a particular ruling by the game statistician regarding the identity of a player, the length of a gain or loss or the interpretation of the statistical and scoring rules. Such challenges must be forwarded promptly by facsimile to the Chief Statistician who, after review of the game films and other evidence, and consultation with the Commissioner, shall finally decide the matter.

## Appendix "F"

### Notice to Player Being Placed On Nine Game Injury List

**YOU ARE HEREBY NOTIFIED** that the Club's Medical Doctor has determined that your injury or injuries are such that it is probable that you will not be able to return to play skilled football for a period of nine games or more and that the Club shall be placing you on the Nine Game Injury List.

When you are placed on the Nine Game Injury List you are not eligible to play until nine games have passed.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THE PLAYER** by his signature below hereby acknowledges receipt of this notice on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

[Player or Player Representative's Signature]

**Appendix "G"**  
**Canadian Football League**  
**Notice of Termination**

The Rules and Regulations of the Canadian Football League require that a Member Club prior to the termination of a Canadian Football League Standard Player Contract with a Player, shall notify the Commissioner of the League of its desire to obtain waivers on the Player and the Commissioner is required to forthwith notify all other Member Clubs. Another member Club upon receiving such notification may claim and receive, subject to the League priority system, assignment of the Contract, in which case the assignee Club shall assume all rights and obligations of such Contract unfulfilled as of the date of notification by the Commissioner that the Player has been placed on waivers.

Waivers can be requested by a Club with "the right of recall" which gives the waiving Club the right to withdraw its notification of desire to obtain waivers, or without the right of recall which precludes the Club from withdrawing its notification.

In either case the Commissioner shall designate a deadline by which a Member Club may enter a claim for a Player.

This notice will advise that the \_\_\_\_\_ Club has notified the Commissioner of its intention to terminate the Contract of \_\_\_\_\_, Player. This notice will advise that either:

1. The claim deadline has passed and the Standard Player Contract for the \_\_\_\_\_ season between the said Player and the Club dated \_\_\_\_\_ and all future contracts are hereby terminated as of the date of service of this Notice.

**OR**

2. The claim deadline is the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at the hour of \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon and if no claims are received by the claim deadline, the Standard Player Contract for the \_\_\_\_\_ season between the said Player and the Club dated \_\_\_\_\_ and all future contracts shall be terminated.

The Player/Player Representative by his signature below hereby acknowledges receipt of this notice at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at the hour of \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

---

Player or Player Representative's Signature

**Appendix "H"**

**Group Life Insurance  
Group Medical Plan And  
Group Accidental Death and Dismemberment Plan**

**(PDF DOCUMENT #E5779455)**

# MAJOR MEDICAL BENEFITS



PLAN 89601

Document revised date: *May 1, 2010*

ADMINISTERED BY:

MORNEAU SOBECO

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*SECTION I*  
*DEFINITIONS*

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The following are the definitions of the terms used in this document.

<b>Actively Employed</b>	As determined by the Collective Agreement.
<b>Benefit Amount</b>	Amounts specified under the benefit plan summary.
<b>Benefit Plan Advisory Committee</b>	The body consisting of League and CFLPA representatives as defined in the Collective Agreement.
<b>Benefit Percentage (Coinsurance)</b>	The percentage of eligible expenses reimbursed under the plan.
<b>CFL</b>	Canadian Football League
<b>CFLPA</b>	Canadian Football League Players' Association
<b>Child</b>	A natural child, step-child, foster-child or legally adopted child of the Member or their spouse or the natural child of a minor female Dependent of the Member who:  a) is unmarried and Dependent upon the Member for support and maintenance in substantial way; b) resides with the Member or Member's Spouse or former Spouse or temporarily resides away from home while attending school; and c) is less than 21 years old or, if in regular full time attendance at an accredited institute of learning, less than age 25.

Coverage for a newborn Child becomes effective at birth.

A Child covered under this Plan, who is incapacitated due to a mental or physical handicap on the date when he would otherwise cease to be an eligible Dependent, will continue to be an eligible Dependent under this Plan.

A Child is considered incapacitated if he is incapable of engaging in any substantially gainful activity and is Dependent on the Member for support, maintenance and care, due to a mental or physical handicap.

<b>Class</b>	<p><i>Class 1</i> - all Members who are covered by a Provincial Plan.</p> <p><i>Class 2</i> - all Members who are not covered by a Provincial Plan. Upon receipt of documentation showing coverage under the Provincial Plan, Class 2 Members who are eligible for the Provincial Plan will be considered as Class 1. Family members not covered by the Member's Provincial Plan will remain as Class 2. Upon termination of Provincial Plan coverage, Members and their Dependents will revert to Class 2.</p>
<b>Collective Agreement</b>	The written agreement between the CFL Player Relations Committee, the CFL and the CFLPA.
<b>Contract Holder</b>	The Canadian Football League Players' Association (CFLPA).
<b>Convalescent Care Facility</b>	<p>A legally licensed institution which is operated primarily to provide recuperative care which:</p> <ul style="list-style-type: none"><li>a) requires that every patient be under the care of a physician;</li><li>b) is legally licensed by the appropriate licensing authority in the jurisdiction where it operates;</li><li>c) provides 24 hour nursing service by registered nurses; and</li><li>d) is not primarily operated as a maternity home, home for the aged, blind or deaf or any type of facility for the treatment of drug addiction, alcoholism or mental illness.</li></ul>
<b>Currency</b>	All benefit payments will be made in the lawful currency of Canada for Class 1 Members and in the lawful currency of the United States for Class 2 Members.
<b>Deductible</b>	An amount of eligible expenses which must be satisfied before any benefits are paid.
<b>Dentist</b>	A doctor of dentistry, licensed to practice dentistry in the place where the services are provided.
<b>Dependent</b>	A spouse or Child who is a resident of Canada or the United States.
<b>Eligible</b>	Any item that is listed in the section entitled Eligible Expenses.

**Expense**

<b>Emergency</b>	An unforeseen sickness or injury which requires the immediate treatment to prevent or alleviate existing danger to life or health. An emergency no longer exists when the medical evidence indicates the danger has become controlled. For the purpose of this agreement, coverage for emergency situations will not exceed 60 days from the date of sickness or injury, without the prior written consent of the plan administrator.
<b>Football-Related Injury</b>	Any injury as defined in paragraphs 20 and 21 of the CFL Standard Player Contract.
<b>He/His/Him</b>	In this Plan, unless the context clearly requires otherwise, reference to the masculine gender will also include the feminine gender.
<b>Hospital</b>	An institution providing 24-hour care and a) is legally acknowledged as such, b) intended for the care of bed patients, c) provides laboratory and operating room services, d) provides 24-hour services of Physicians and Registered Nurses, or is e) includes legally licensed Surgical Centres operation in the United States and Canada.
<b>League</b>	The Canadian Football League (CFL).
<b>Medically Necessary</b>	Broadly accepted by the medical profession as effective, appropriate and essential in the diagnosis or treatment of an illness or injury, and based on generally recognized and accepted standards of health care.
<b>Member</b>	A person belonging to the CFLPA.
<b>Member Club</b>	A Football Club that is a member of the Canadian Football League (CFL).
<b>Physician</b>	A Doctor of Medicine (MD), duly licensed to practice medicine, or any other practitioner recognized by the College of Physicians and Surgeons in the province or state authority in which the treatment was rendered.

<b>Plan</b>	<ul style="list-style-type: none"> <li>a) This plan, or</li> <li>b) any policy, contract or arrangement providing group benefits for similar Eligible Expenses. This includes, but is not limited to: <ul style="list-style-type: none"> <li>1. group insurance,</li> <li>2. franchise insurance,</li> <li>3. service plans or prepayment plans, and</li> <li>4. automobile plans,</li> </ul> which can be arranged through any employer, employee benefit organization, union, trustee group, or professional organization. </li> </ul>
<b>Plan Administrator</b>	Morneau Sobeco Limited Partnership (claims adjudicated by Norfolk Mobility Benefits Inc.)
<b>Proof</b>	Written evidence verifying the circumstances of an event or establishing a fact. The evidence must be acceptable to the Plan Administrator and sent to the office designated by the Plan Administrator on forms approved for such purpose by the Plan Administrator.
<b>Provincial Plan</b>	Any Plan that provides Hospital, medical or dental benefits established by the provincial government in the province where the covered person lives and which is governed by the Canada Health Act.
<b>Reasonable and Customary</b>	The generally accepted charge for Eligible Expenses in the place where incurred.
<b>Season</b>	The period of time from the first regular Season League game until the completion of the Grey Cup game.
<b>Spouse</b>	The Member's legal spouse or the person of the opposite sex living with the Member in a role like that of a marriage partner for a period of at least 12 months. Only one spouse will be eligible for coverage under this plan and will be as indicated by the Member.
<b>Total Disability</b>	<p>Due to sickness or injury, the Member is unable to perform the duties of any occupation for which he is qualified, or may reasonably become qualified by training, education or experience.</p> <p>For a Dependent, Total Disability means that the Dependent is unable to perform the normal activities of daily living.</p>
<b>Veteran</b>	<p>As defined in accordance with the Collective Agreement, specifically:</p> <ul style="list-style-type: none"> <li>a) Members who have played 6 or more seasons including the current season and who were released after the date of the 9<sup>th</sup> regular season game played by the member Club;</li> </ul>

- b) Members who have played 5 seasons including the current season and who were released after the date of the 11<sup>th</sup> regular season game played by the member Club; or
- c) Members who have played 4 seasons including the current season and who were released after the date of the 13<sup>th</sup> regular season game played by the member Club.

**Year**

When used in this contract shall mean Plan Year. The Plan year is from the first regular Season League game of the year to the day preceding the first regular Season League game of the following year.

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*SECTION II*

*GENERAL PROVISIONS*

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**ELIGIBILITY**

**Members**

The CFL records and the Collective Agreement determine member Eligibility under this Plan:

- a) the effective date of this Plan document;
- b) the date they are placed on the active, injured, disabled or reserve roster of a Member Club up to and including the Grey Cup game.

Following the Grey Cup game eligible Members are:

- a) players on the active, injured, disabled or reserve roster as of the last Season game for a Member Team;
- b) terminated Veterans as classified by the league.

**Dependents**

A Member will be eligible for the Dependent coverage specified in the Benefit Plan Summary on the latest of the following dates:

- a) the date the Member is eligible for coverage; or
- b) the date the Member acquires one Dependent or more.

**COMMENCEMENT OF COVERAGE**

**Member and Dependent Coverage**

Coverage commences on the first day the Member satisfies the requirements specified under ELIGIBILITY. Dependent coverage never commences prior to Member coverage. A change in coverage will take effect on the first day the Member is Actively Employed coincident with or immediately following the date the Member is eligible for such change. A change will not be made retroactively without the consent of the Benefits Advisory Committee.

Coverage or a change in coverage on a Dependent, other than a newborn, who is confined to a hospital on the date coverage or the change would normally take effect, will

commence on the day following his discharge from the hospital. Coverage for a newborn will become effective at birth. A change for a newborn will become effective on the date of change regardless of whether the newborn is confined to a hospital.

## **PROOF OF AGE**

The Plan Administrator has the right to require a person to submit proof of his age. If the age of the person has been misstated and affects:

- a) the date his coverage commences or ceases; or
- b) any rights or benefits provided under this plan,

the correct age will govern and the person's coverage will be adjusted accordingly.

## **CLAIMS PROCEDURES**

### **Claim Submission**

The Plan Administrator must receive proof of claim for reimbursement of an Eligible Expense within six months of the end of the policy year in which the expense was incurred. However, when a Member's coverage ceases for any reason (other than termination of this contract), such proof must be given to the Plan Administrator within 90 days of the date coverage terminated. Claim forms may be obtained from the Plan Administrator or the Member's club. All claims must be submitted on a properly completed claim form.

The Plan Administrator will validate a Member's eligibility and coverage when the Member submits his claims to the Plan Administrator.

The Plan Administrator shall have the right (at the expense of the Plan) to require a Member or Dependent to undergo a physical examination or a mental evaluation when and as often as may be reasonable.

No legal action for the recovery of any claim may be brought against the Plan Administrator unless due to the Plan Administrator's negligence, fraud or willful misconduct.

If the terms of this Plan for filing proof or bringing any legal action are less than that permitted by the law of the jurisdiction in which the Member Club (for which the Member is playing at the time the claim expense was incurred) is located, the Plan provisions will be extended to agree with the law.

### **Claim Payments**

Upon acceptance of proof, benefits will be determined as specified in the Benefit Provisions section below.

Claim payments are made payable to the Member and are sent directly to the Member. However, if written authorization from the Member is received on a form acceptable to the CFLPA and the Plan Administrator, claim payments will be made payable and sent directly to a person and/or corporation which has rendered services, treatments or supplies. Payments may also be made to and sent to a Member Club or other individual if so authorized by the Member.

If the Member dies before all benefits have been paid, the remaining benefits will be made payable to any person and/or corporation appearing to the Plan Administrator to be entitled to payment.

All claims payments will be made in Canadian dollars for Class 1 Members and in US dollars for Class 2 Members.

All benefit provisions including the calculation of Deductible amounts and Plan maximums are based on the Policy Year except where they are clearly indicated as being on a calendar year basis. All Plan inner and overall maximums are reinstated each Plan Year except where it is clearly indicated that a lifetime maximum is applicable.

In the event of termination of this contract, The Plan Administrator will make no claim payments after 90 days following the termination date.

#### **COORDINATION OF BENEFITS**

The Plan Administrator will co-ordinate the benefits payable under this Plan with other Plans which also provide covered persons with similar benefits. This provision is applied so that no more than 100% of the Eligible Expenses are jointly paid by this Plan and all Plans that come before it in order of benefit payment.

This Plan pays either its full benefit, or a reduced benefit that reflects the benefits payable by other Plans for the eligible expenses incurred, as established by Order of Benefit Payment.

## Order of Benefit Payment

The Order of Benefit Payment is determined in the following manner:

- a) The Plan with no Co-ordination of Benefits provision is deemed to pay its benefits first (primary carrier).
- b) If all Plans have a Co-ordination of Benefits provision, the following rules are applied to determine the Order of Benefit Payment. The rules depend on the basis on which the person is covered in the Plan.
  - i) **Employee/Member**

The Plan that covers the person as an employee/member is deemed to pay its benefits before a Plan that covers that person as a Dependent.

If the person is an employee/member under more than one Plan, the following order applies:

    - 1) the Plan where the person is an active full-time employee/member, then
    - 2) the Plan where the person is an active part-time employee/member, then.
    - 3) the Plan where the person is a retiree.
  - ii) **Dependent - Spouse**

If a Dependent spouse is also covered as an employee/member under another Plan, the Plan which covers the spouse as an employee/member is deemed to pay its benefits before the Plan which covers the spouse as a Dependent.

If the spouse is an employee/member under more than one Plan, the order of benefit payment is as outlined under "Employee/Member" above.
  - iii) **Dependent - Child**

If a Dependent Child is covered under more than one Plan, benefits are deemed to be paid first under the Plan of the parent with the earlier birthdate (month/day) in the calendar year. If both parents have the same birthdate, the Plan of the parent whose first name begins with the earlier letter in the alphabet is deemed to pay benefits first.

However, in situations where the parents of the Dependent Child are separated or divorced, the following order applies:

    - 1) the Plan of the parent with custody of the Child, then
    - 2) the Plan of the spouse of the parent with custody of the Child, then
    - 3) the Plan of the parent not having custody of the Child, then
    - 4) the Plan of the spouse of the parent not having custody of the Child.

- c) For dental accidents, Health Plans with accidental dental coverage determine benefits before Dental Plans.
- d) If the Order of Benefit Payment cannot be established by the preceding rules, benefits will be pro-rated between or among the Plans in proportion to the amounts that would have been paid under each Plan had there be coverage only by that Plan.

Under all circumstances the rules as established by the Canadian Life and Health Insurance Association shall govern the application of the Order of Benefit Payment provisions.

#### **Right to Receive and Release Information**

The Plan Administrator may (with the written consent of the covered person) release to or obtain from any insurance company or organization or person any information that they deem necessary for applying and implementing this provision. Also, any person claiming benefits under this plan shall provide the Plan Administrator with any information required to implement this provision.

#### **Facility of Payment**

If payments which should have been made under this plan have been made under any other plan, the Plan Administrator reserves the right to pay to any insurance company or other organization making such other payments, the amount necessary to satisfy the intent of this provision. Such amount shall be considered to be benefits paid under this plan.

#### **Right of Recovery**

If payments made under this plan are later determined to be in excess of the maximum amount of payment necessary to satisfy the intent of this provision, the Plan Administrator reserves the right to recover any such excess. Such recovery will be made from any persons to and for whom such payments were made, or any insurance companies or any other organizations. If recovery can not be made in this manner, the Plan Administrator reserves the right to reduce the amount of payments for future claims until such excess amount is fully recovered.

### **TERMINATION OF COVERAGE**

#### **Member Coverage**

A Member's coverage will cease, except as specified under Extension Of Coverage section, on the date on which the earliest of the following events occurs:

- a) the Member no longer satisfies the definition of Member;
- b) the Member fails to make any required premium contribution to the Plan (this may be waived at the discretion of the CFLPA);
- c) upon release of a Member from a Member Club's active, injury or reserve roster provided such release occurred prior to the Member Club's last game of the football season and the Member does not satisfy the definition of Veteran.
- d) the Member commences play or practice in any other football league;
- e) the day immediately preceding the first regular Season game of the next football season;
- g) the Member enters the armed forces of any country on a full-time basis; or
- h) the Plan terminates.

NOTE: A Veteran is covered until the first regular season game of the following season provided the veteran meets the definition of "Veteran" as specified in the Collective Agreement.

Members who have played for at least 1 season, including the current season, but less than 4 seasons and who were released after the date of the 14<sup>th</sup> regular season game played by the member Club are covered until the beginning of training camp of the following year.

### **Dependent Coverage**

A Member's coverage for a Dependent will cease, except as specified under Extension Of Coverage, on the date on which the earliest of the following events occurs:

- a) the Member's coverage ceases;
- b) the Member is no longer eligible for Dependent coverage;
- c) the Dependent no longer satisfies the definition of Dependent;
- d) Dependent coverage is terminated under this Plan.

### **EXTENSION OF COVERAGE**

Normally, if a Member is no longer considered to be eligible, his coverage will cease. However, coverage may be extended beyond the normal date of termination for a Member or Dependent who is totally disabled on that date, as specified under Benefit Provisions.

### **EMERGENCY MEDICAL EXTENSION**

During the playing season, circumstances exist where a player and his dependents maybe left without Medical Plan coverage due to the player's termination from a CFL Team. The terminated player must be leaving the League and returning home. This extension does not apply to players who are on practice rosters. This extension applies only during

the regular season and playoffs and does not apply if a player is released after training camp.

Under these circumstances, the CFLPA Major Medical Plan will provide extended coverage, on an emergency basis only, for the following only:

- Hospital
- Ambulance
- Physician services as either an in patient or an out patient, for emergency services only
- Prescription drugs if related to the emergency situation and administered in a hospital
- Diagnostic procedures that would normally be provided for by this plan, necessitated by an emergency situation

This extension is granted for a maximum of twenty-one (21) days from the date of the players' termination date.

A deductible of \$1000 will apply specifically to this provision. All claims under this extension will be reimbursed at 90%, regardless of classification.

The maximum dollar amount payable under this extension shall be the lesser of \$35,000, or the balance remaining under the CFLPA Medical Plan limit of \$75,000. Stop Loss coverage does not apply to this provision.

All policy provisions and exclusions, other than those stated herein, apply to this extension.

Reimbursement of eligible claims under this provision will be made in the currency applicable to the Class in which the member was enrolled prior to his termination. If a player's termination results in the loss of Provincial Health Care coverage, this provision will be adjudicated as though the player was enrolled in Class 2.

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*SECTION III*

*BENEFIT PROVISIONS*

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**MAJOR MEDICAL EXPENSES**

**PAYMENT OF BENEFIT**

A Member will be reimbursed, according to the Benefit Percentages outlined in the Benefit Plan Summary, for all Eligible Expenses incurred. However, before reimbursement is made, the Plan Administrator must receive proof of claim for the expenses and the expense must be:

- a) for services, treatment and supplies, as specified under Eligible Expenses; and
- b) medically necessary for the treatment of an illness or injury of a covered person and recommended by a physician (only expenses for the paramedical practitioners specified under Eligible Expenses do not require the recommendation of a physician).

Eligible Expenses are covered to the extent that:

- a) they are Reasonable and Customary; and
- b) they are not covered under a Provincial Plan or any other government sponsored program.

**MAXIMUM**

Payment is subject to any maximum shown in the Benefit Plan Summary and in the Eligible Expenses section below.

**ELIGIBLE EXPENSES**

The following items are considered Eligible Expenses:

**A. Drugs - All Classes**

Reasonable and customary charges necessarily incurred for drugs and medicines, including oral contraceptives, requiring the written prescription of a physician or Dentist and which are dispensed by a licensed pharmacist or by a physician or surgeon legally authorized to dispense such drugs and medicines.

*In the circumstance of a certain drug or medicine available without a medical prescription being required to sustain life, the legal requirement requiring prescription may be waived at the discretion of the plan adjudicator. In these cases, satisfactory proof supporting the situation and the medical requirement for the particular drug or medicine must be provided by a medical specialist or licensed physician qualified in the specific affliction.*

*In all such cases, the plan adjudicator reserves the right to seek an independent medical opinion, prior to settling the claim.*

Reasonable and customary charges for vaccinations and inoculations for Dependent Children under the age of 5 years. This benefit is subject to a lifetime maximum of \$700 per Child.

**B. i) Hospital - Class 1 Members**

Hospital room and board charges - the difference between the ward rate and semi-private room rate in the Hospital of confinement.

Expenses incurred due to referral outside of Canada will be considered provided:

- a) that such treatment is not available in Canada;
- b) the attending physician in Canada submits written confirmation that the referral is essential;
- c) the treatment is previously approved, in writing, for reimbursement by the Provincial Plan; and
- d) written consent is given by the Member Club and the Plan Administrator prior to the rendering of treatment.

**B. ii) Hospital - Class 2 Members**

Hospital room and board charges in Canada for Football-Related Injuries - up to the semi-private room rate in the Hospital of confinement to a maximum of \$2,500 per day.

Hospital room and board charges in the United States for treatment of Football-Related injuries - up to the semi-private room rate in the Hospital of confinement to a maximum of \$2,500 **PROVIDED** written consent is given by the Member Club and the Plan Administrator prior to the rendering of treatment.

All other Hospital room and board charges - up to the semi-private room rate in the Hospital of confinement subject to a maximum benefit of \$2,500 per day.

**C. i) Physician's Fees - Class 1**

Reasonable and Customary charges necessarily incurred for services rendered by a Physician or surgeon outside of the Member's home province in excess of the amount payable by the Provincial Plan.

**C. ii) Physician's Fees - Class 2**

Reasonable and Customary charges necessarily incurred for services rendered by a Physician or surgeon but not including treatment by a psychiatrist or psychotherapy, other than when rendered during hospital confinement. Charges for well baby check-ups are covered for the first year of life.

**D. Convalescent Care - All Classes**

Charges for confinement in a Convalescent Care Facility. Confinement in the Convalescent Care Facility must commence immediately following a period of Hospital confinement of at least 7 days resulting from the same disability. Benefits will be payable up to \$150 per day for a maximum of 90 days subject to an annual maximum benefit of \$10,000 and a lifetime maximum benefit of \$20,000.

**E. In-Patient Mental/Nervous Treatment- All Classes**

Charges for in-patient treatment for mental and/or nervous illnesses are covered to a maximum benefit of \$5,000 per year and \$10,000 per lifetime.

**F. Medical Equipment, Supplies and Services - All Classes**

Rental or, at the Plan Administrator's option, purchase (including replacement if required) of the following supplies, appliances, prosthetic devices other durable medical or surgical equipment:

- standard wheelchairs (excluding electric wheelchairs);
- standard hospital beds (excluding electric hospital beds), bed rails, trapeze bars and traction apparatus;
- iron lung;
- splints, trusses, braces, crutches, casts, artificial limbs, artificial eyes and any other prosthetic device for a medical condition which has been arrested or corrected by surgery, and is not the result of a football injury.
- hearing aids to a maximum of \$500 per 5 years

Services as follows:

- diagnostic procedures;
- radiology;
- anesthesia;
- oxygen and its administration;
- injectable drugs when administered by a physician;
- blood and blood transfusions;
- treatment by x-ray, radium and radio-active isotopes;
- MRIs for non-football related diagnosis with prior written approval of the plan administrator
- out of hospital services of other than members of the insured person's family;
- out of hospital services of graduate registered nurses, licensed practical nurses or registered nursing assistants other than members of the insured person's family to a maximum of \$10,000 per year and \$25,000 per lifetime;
- professional ambulance services;
- charges for other necessary Hospital services and supplies.
- Diabetic supplies as listed below:
  - Insulin and insulin syringes
  - Novolin-Pens or similar insulin injection devices using a needle
  - Test strips
  - Blood letting devices, including infusion pumps
  - Blood-glucose monitoring machines, once every five years to a maximum of \$250
  - External insulin pumps when required by an endocrinologist or when required for pregnant diabetics, once every five years. Maximum payable is \$2,000.
  - Needle-less insulin jet injectors, once in an insured person's lifetime, to a maximum of \$1,000".

#### G. Accidental Dental Services - All Classes

Accidental dental coverage, for the repair or replacement of natural teeth by a licensed practitioner, which were damaged as the result of an accident, not including biting or chewing, which occurred when this agreement was in force. Treatment must commence within 180 days following the accident and be completed within one year from such date. This benefit is limited to one set of artificial teeth when natural teeth have been damaged and excludes periodontic or orthodontic treatments and/or the replacement of artificial teeth. Reimbursement will be made up to a maximum of \$2500 per accident. This limit shall not apply for a player if the accident results while practicing, during a game or other event sanctioned by the Member's Club.

A Dental Accident Report Form and dental x-rays must be submitted to the claims administrator for prior approval. Failure to comply will result in non payment.

#### H. Paramedical Practitioners - All Classes

Charges for licensed physiotherapists/athletic therapists (other than for Football-Related Injuries), chiropractors, clinical psychologists, masseurs and podiatrists to a maximum of \$500 per year for each paramedical class.

*Note: The annual maximum for therapy for Physiotherapy and Athletic Therapy is \$500 combined; they do not have separate maximums. Athletic Therapists must be certified and meet all the qualifications as established by the National, State or Provincial Athletic Therapist Associations, in either Canada or the United States.*

Charges for physiotherapists'/athletic therapists' services for Football-Related Injuries are not subject to an annual maximum.

Physiotherapy performed outside of Canada for Football-Related Injuries must have the prior written approval of the Member's club and the Plan Administrator.

#### I Orthopedic Shoes/Orthotics - All Classes

Charges for custom made orthopedic shoes or orthotics up to a maximum of \$250 per year.

### EXCLUSIONS AND LIMITATIONS

No payment will be made for claims resulting from:

- bodily injury resulting directly from participation in an insurrection, war, full-time service in the armed forces of any country or participation in a riot;
- any disability for which the person is entitled to benefits under any Workers' Compensation Act;
- periodic health examinations (other than well baby checkups in the first year of life), routine physical examination, examinations required for the use of a third party, or travel for health and pregnancy tests;
- cosmetic surgery or treatment, when determined as such by the Plan Administrator, unless such surgery or treatment is
  - a) to correct deformities resulting from sickness or injury, or
  - b) to correct congenital defects that significantly interfere with function;
- any charges for services, treatment or supplies for which there would be no charge except for the existence of coverage under this Plan;
- any charges for services, treatment or supplies necessitated by illness or injury caused by substance abuse of any kind;
- drugs, sera, injectables and supplies which are not approved by Health and Welfare Canada (Food and Drugs) and the similar regulatory body in the United States, or are experimental or limited in use whether or not so approved;

- experimental medical procedures or treatment methods not approved by the provincial or state regulatory bodies or appropriate medical specialty society;
- any charges for care, treatment, service or supplies incurred as a result of any group or employer-sponsored treatment or examination;
- vaccinations and inoculations except for Dependent Children under the age of 5 years;
- psychiatric or psychotherapy charges except as specified under Eligible Expenses;
- services and supplies provided by a dental or medical department maintained by Member Club (does not apply to individuals insured as Dependents under this plan);
- services and supplies provided by any person directly employed or contracted by a Member Club or by a business or corporation contracted by a Member Club (does not apply to individuals insured as Dependents under this plan);
- services and supplies provided by any person or organization which has an affiliation with any person or business employed or contracted by a Member Club (does not apply to individuals insured as Dependents under this plan);
- eyeglasses, eye exams and the fitting of eyeglasses;
- treatment in hyperbaric chambers;
- dental services except as specified under Eligible Expenses.

If a government plan of insurance covers any services, treatment or supplies eligible under this plan, the Plan Administrator will consider, where permitted to do so by law, the amount of an eligible expense over and above what is or would be payable by such government plan.

However, for any person covered under this plan, who is not also covered under a provincial or state government health insurance plan, the plan administrator will consider the amount of an eligible expense that would be payable by the government plan.

## MAXIMUM AMOUNT

The maximum amount payable under this benefit provision in respect of any one Member and his covered Dependents combined is the Annual Maximum stated in the Benefit Summary for the Member's insurance class.

On the first day of the each Plan Year while a Member remains covered under this Plan, his Annual Maximum will be automatically reinstated to its full amount. But in no event shall the Annual Maximum per Member exceed the amount stated for his insurance Class in the Benefit Plan Summary.

## EXTENSION OF BENEFIT

If, on the date coverage would normally cease for any reason other than termination of the plan:

- 1) a Member or a Dependent is Totally Disabled and
- 2) expenses have been incurred in respect of the disabling condition before the date of termination,

the Plan will continue to pay benefits under this Benefit Provision in respect only of those covered expenses that are incurred:

- (a) in respect of the disabling illness, and
- (b) while the member or Dependent is continuously and totally disabled, and
- (c) before the earliest of the following dates:
  - (i) the end of the calendar year next following the calendar year in which the insurance of the disabled person terminates;
  - (ii) the date on which the disabled member or Dependent has become entitled to payment of Maximum Amount per Member;
  - (iii) the date on which this Plan terminates;
  - (iv) the end of the period following termination of insurance equal to the period during which the disabled person was insured under this Benefit Provision

In no event will payment be made after termination of the plan.

**SECTION IV**  
**BENEFIT PLAN SUMMARIES**

**CLASS 1**

Benefit:	Major Medical
Annual Maximum:	\$75,000 per Member & covered Dependents, combined
Deductible:	\$150 Canadian dollars per year per Member & covered Dependents, combined

Expense	Benefit Percentage	Inner Limit
Prescription drugs	100%	
Vaccinations/Inoculations <sup>1</sup>	100%	\$700 lifetime
Hospital - semi-private in Canada	100%	
Hospital - out of Canada <sup>2</sup>	100%	\$2,500 per day
Convalescent Care	100%	\$150 per day for a period of 90 days, annual maximum \$10,000, lifetime maximum \$20,000
In-patient Mental/Nervous treatment	100%	\$5,000 annual, \$10,000 lifetime
Emergency and Referral Physician and Hospital- out of Prov/Canada	100%	
Physiotherapists/athletic therapists (non-football), chiropractors, clinical psychologists masseurs and podiatrists	100%	\$500 per paramedical per year (maximum for physiotherapists and athletic therapists is combined)
Physiotherapist (Football-Related) <sup>2</sup>	100%	unlimited
Private Duty Nurse	100%	\$10,000 per year, \$25,000 lifetime
Hearing Aids	100%	\$500 per 5 years
Orthopedic shoes/orthotics	100%	\$250 per year
Accidental Dental <sup>3</sup>	100%	\$2,500 per occurrence, Unlimited if football related

<sup>1</sup> For dependant children less than 5 years of age only.

<sup>2</sup> See page 17.

<sup>3</sup> non-occupational only with pre-approval

**CLASS 2**

Benefit:	Major Medical
Annual Maximum:	\$75,000 per Member & covered Dependents, combined
Deductible:	\$150 US dollars per year per Member & covered Dependents, combined

Expense	Benefit Percentage	Inner Limit
Prescription drugs	90%	
Vaccinations/Inoculations <sup>1</sup>	90%	\$700 lifetime
<b>Hospital Care</b>		
Room and Board in Canada (football-related)	90%	\$2,500/day
Room and Board in United States (football-related)	90%	\$2,500/day
All other Room & Board	90%	\$2,500/day
In-patient services	90%	
Convalescent Care	90%	\$150 per day for a period of 90 days, annual maximum \$10,000, lifetime maximum \$20,000
In-patient Mental/Nervous treatment	90%	\$5,000 annual, \$10,000 lifetime
Emergency and Referral Physician and Hospital- out of Prov/Canada	90%	
Convalescent Care	90%	\$150 per day for a period of 90 days; \$10,000 annual maximum; \$20,000 lifetime maximum
<b>Physician Services</b>		
Physiotherapists/athletic therapists (non-football), chiropractors, clinical psychologists masseurs and podiatrists	90%	\$500 per paramedical per year (maximum for physiotherapists and athletic therapists is combined)
Physiotherapist (Football-Related) <sup>2</sup>	90%	unlimited
Private Duty Nurse	90%	\$10,000 per year, \$25,000 lifetime
Hearing Aids	90%	\$500 per 5 years
Orthopedic shoes/orthotics	90%	\$250 per year
Magnetic Resonance Imaging (MRI) <sup>3</sup>	90%	
Accidental Dental	90%	\$2,500 per occurrence, Unlimited if football related

<sup>1</sup> For dependant children less than 5 years of age only.  
<sup>2</sup> See page 17.  
<sup>3</sup> non-occupational only with pre-approval

The benefit percentage payable for any one illness or injury is 90% for the first \$10,000 and 100% thereafter subject to the overall Annual Maximum.

**IN WITNESS WHEREOF**, the parties have caused these presents to be signed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**MORNEAU SOBECO LIMITED PARTNERSHIP**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**CANADIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION**

Per: \_\_\_\_\_

President

# GROUP BENEFITS

## SUMMARY



PLAN 89601

*PREPARED FOR:*  
CANADIAN FOOTBALL LEAGUE PLAYERS ASSOCIATION

*PREPARED BY:*  
MORNEAU SOBECO

May 2010

## MAJOR MEDICAL PREMIUMS

Premiums are paid 100% by the member teams of the Canadian Football League (CFL).

### Monthly Medical Rates

The present rates are:

<b>Class 1</b>	Players with Provincial Health Care Coverage
	Single           \$39.29 Cdn
	Dependent      \$158.09 Cdn
<b>Class 2</b>	Players not Covered by a Provincial Health Care Program
	Single           \$158.05 US
	Dependent      \$523.12 US

*Note: For Class 2 players who are eligible under provincial government health care plans, Class 1 rates will be applied during the eligible time frame. If the dependents of this player are not eligible for provincial health care, the dependent rate will be \$366.18 US.*

*For Class 2 players who are not eligible under provincial government health care plans, Class 2 rates will be applied during the eligible time frame. If the dependents of this player are eligible for provincial health care, the dependent rate will be \$158.09 Cdn.*

## LIFE INSURANCE

The present death benefit available to the beneficiary of a CFLPA member is \$110,000. The benefit and premium are paid in Canadian dollars for all Classes.

## ACCIDENTAL DEATH AND DISMEMBERMENT

The Accidental Death and Dismemberment benefit is \$250,000 per player. The benefit and premium are paid in Canadian dollars for all Classes.

## INVOICING

Each team will be billed monthly for the premiums due for the players listed on their roster. Premiums will be due the first day of each month, beginning with the opening rosters at the first Regular League game. Premium notices will be sent to each team no later than the third week of the preceding month. Premiums will be collected by EFT on the first day of the month in which the premiums are due.

Each team will be invoiced in Canadian dollars. Invoices will reflect a currency conversion rate for US premiums published by HSBC Canada on the date the invoices are prepared for each team. When premiums are received from each team, they will be held in a Canadian dollar account and then converted to USD as needed to satisfy USD expenses. Gains or losses resulting from the application of exchange rates are reflected in the monthly financial reports.

**APPENDIX "I"**  
**PRACTICE AGREEMENT**

BETWEEN:

\_\_\_\_\_ a member of the Canadian Football League  
(hereinafter referred to as the "Club")

- and -

\_\_\_\_\_ (hereinafter referred to as the "Player")

I, \_\_\_\_\_, acknowledge that I have agreed as of the \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_ to join the above named Club on a trial basis as provided for under Section 8, Paragraph 12 of the By-laws of the Canadian Football League. I further acknowledge that I have read the said Section 8, Paragraph 12 which is set out below and understand its contents.

The Club agrees to pay to the Player the sum of \_\_\_\_\_ Dollars per week during the term of this practice agreement. Payment of all monies shall be made at the end of the week for services rendered. If the Player is being paid compensation less than the minimum compensation as described in Article 9 of the Collective Agreement per season and this agreement is terminated prior to the end of the week, the Player shall be paid for that portion of the week on a pro rata basis that the Player attended at practices.

The Club and the Player agree that if the Player is being paid compensation based upon the minimum compensation as described in Article 9 of the Collective Agreement per season or more, the Player shall be deemed to be on the roster of the Club for the purposes of all benefits described in the C.F.L. Standard Player Contract and the Collective Agreement; and notwithstanding any other term of this Practice Agreement the Player shall participate in and receive all benefits in accordance with the C.F.L. Standard Player Contract and the Collective Agreement, and without restricting the generality of the foregoing the 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.

Provided the player is being paid no less than the minimum compensation as described in Article 9 of the Collective Agreement, the Club is hereby authorized and shall

deduct the sum of \$55.00 for each regular season, playoff game and Grey Cup game and each playoff bye from compensation payable hereunder commencing with the first regular season game, playoff game, Grey Cup game or playoff bye following the date of execution of this Agreement by the Player and all monies so deducted shall be paid weekly by the Club to The Canadian Football League Players' Association.

The amount of deduction for each regular season, playoff and Grey Cup Game and each playoff bye may be amended by the C.F.L.P.A. providing written notice to the Club on or before May 31<sup>st</sup> during each year and the Club is hereby authorized and shall deduct the amount as amended and pay the same weekly to the Canadian Football League Players' Association.

The Club agrees that if the Player is injured as a result of practicing football for the Club during any practice session called by the Club or any Coach thereof prior to the conclusion of said trial period, the Club will pay Player's hospitalization and medical expenses necessarily incurred or arising from the injury sustained provided that the hospital and doctors are selected by the Club; the Club's obligation to pay such expenses shall continue until such time as the Club's doctor certifies in writing that the Player has sufficiently recovered from the injury to play football or 12 weeks have expired from the date that the injury occurred, whichever event shall first occur; thereafter the Player relieves the Club from any and every additional obligation, liability, claim or demand whatsoever in connection with the injury, provided in no event is the Club, its servants or agents relieved from any negligence on the part of its servants or agents in the treatment of said injury.

Before the termination of this Practice Agreement the Club at its option may execute a Standard Player Contract with the Player in the form and on the terms and conditions stated in the Standard Player Contract attached hereto. In the event that the Club does not execute a Standard Player Contract with the Player in the form and on the terms and conditions stated in the Standard Player Contract attached hereto, the Club shall upon termination of this Practice Agreement, pay to the Player the cost of economy air transportation from the city where the Club is situate to the place of the Player's normal off-season residence.

This practice agreement may be terminated by the Player at any time by notification to the Club and by the Club at any time by notification to the Player. In the event

that this practice agreement is not terminated as herein provided, it shall automatically terminate on the day prior to the day that the Club plays its last regularly season game, playoff game or Grey Cup Game in the current season.

**DATED** at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

Witness \_\_\_\_\_ ) Player \_\_\_\_\_

On behalf of the Club, I hereby acknowledge that the above arrangement is correct.

Date \_\_\_\_\_ )  
Club \_\_\_\_\_ )

**CANADIAN FOOTBALL LEAGUE BY-LAWS**

**Section 8, Paragraph 12:**

A Member Club may, subsequent to the date determined by the Management Council in paragraph 1 of this Section 8, permit a player not on its current active roster to participate in its practice sessions provided that the Commissioner is notified as of the first day of such trial period that the player has reported to the Member Club, has executed a Practice Agreement and that the Member Club is in compliance with the process and conditions set out in CBA Article 17: Practice Roster and Practice Agreement. The provisions of Article 15 of the Constitution shall apply to the compensation payable to all players on a Member Club's Practice Roster.

During a 30-day period, adjusted annually to coincide with the NFL "Cutdown" period, the Practice Roster shall be allowed to expand by five (5) places, so as to comprise a possible maximum total of twelve (12) Practice Roster places. The annually adjusted 30-day period shall be set prior to the opening of a regular season, by a timetable prescribed by the CFL Management Council. Payments required to be paid pursuant to the By-laws or CBA to any player(s) so added to the Practice Roster during this period shall not be included within the calculation of Defined Player Compensation as it relates to the Salary Expenditure Cap in Article 15 of the Constitution.

**APPENDIX "J"**  
**LIST OF NEUTRAL PHYSICIANS**

**TORONTO**

Dr. T.W. Barrington  
109, 20 Wynford Drive  
Don Mills, ON M3C 2J4  
Phone: (416) 441-1060  
Fax: (416) 441-1061

**OTTAWA**

Dr. Peggy Baxter  
Ottawa Sports Medicine Center  
1370 Clyde Avenue  
Ottawa, ON  
Phone: (613) 727-2745  
Fax: (613) 727-2623

**HAMILTON**

**MONTREAL**

Dr. James (Jim) Sullivan  
5545 St. Jacques West  
(In The JE Hanger Bldg.)  
Montreal, QC H4A 2E3  
Phone: (514) 489-8261  
Fax: (514) 906-0022

Dr. Larry P. Coughlin  
3881 Boul Saint-Jean  
Dollard-des-Ormeaux, QC H9G 2V1  
Phone: (514) 624-0444  
Fax: (514) 624-4414

**WINNIPEG**

Dr. Douglas E. Kayler  
Lindenwoods Market Mall  
Unit 4 – 871 Waverley Street  
Winnipeg MB R3T 5P4  
Phone: (204) 832-6560  
Fax: (204) 888-0705

Dr. Warren Froese  
 Pan Am Sports Medicine Centre  
 75 Poseidon Bay  
 Winnipeg MB T3M 3E4  
 Phone: (204) 925-1531  
 Fax: (204) 925-1470

### SASKATCHEWAN

Dr. W. Silver  
 1005 – 2153 Smith Street  
 Regina SK S4P 4G2  
 Phone: (306) 584-1953  
 Fax: (306) 352-3338

Dr. Borden Bachynski  
 Division of Orthopaedic Surgery  
 University of Saskatchewan  
 501, 2125 – 11<sup>th</sup> Avenue  
 Regina SK S4P 3X3  
 Phone: (306) 569-2257  
 Fax: (306) 352-0377

Dr. John P. Kim  
 1771 Rose Street  
 Regina SK S4P 1Z4  
 Phone: (306) 522-6666  
 Fax: (306) 347-3430

### CALGARY

Dr. D.C. Frank  
 3330 Hospital Drive NW  
 Calgary, AB T2N 4N1  
 Phone: (403) 220-6881  
 Fax: (403) 283-7742

Dr. Laurie A. Hiemstra  
 University of Calgary  
 Sport Medicine Centre  
 2500 University Drive NW  
 Calgary AB T2N 1N4  
 Phone: (403) 220-5077  
 Fax: (403) 282-6170

Dr. Nick Mohtadi  
 University of Calgary  
 Sport Medicine Centre  
 2500 University Drive NW  
 Calgary AB T2N 1N4  
 Phone: (403) 220-5077  
 Fax: (403) 282-6170

Dr. Richard Boorman  
 Faculty of Medicine, Room #4  
 Heritage Medical Research Building  
 2500 University Drive NW  
 Calgary, AB T2N 1N4  
 Phone: (403) 210-9717  
 Fax: (403) 210-8197

### EDMONTON

Dr. Gordon Arnett  
 #219, 10611 Kingsway Avenue  
 Edmonton, AB T5G 3C8  
 Phone: (780) 428-7701  
 Fax: (780) 426-7150

Dr. John R. Huckell  
 506, 8215 – 112 Street  
 Edmonton, AB T6G 2C8  
 Phone: (780) 439-4945  
 Fax: (780) 439-0396

**VANCOUVER**

Dr. Michael Gilbert  
Allan McGavin Sports Medicine Centre  
University of British Columbia  
3055 Westbrook Mall  
Vancouver, BC V6T 1Z3  
Phone: (604) 822-5699  
Fax: (604) 822-1999

**APPENDIX "K"**  
**LETTER OF INSTRUCTIONS**  
**TO**  
**NEUTRAL PHYSICIANS**  
**(LETTERHEAD OF THE CANADIAN FOOTBALL LEAGUE)**

Dear Doctor:

You have been selected to act as a neutral physician in the City where you practice to examine any Player of a Member Club of the Canadian Football League who submits to you for an examination pursuant to the provisions of Paragraph 6, 6A or 21 of the C.F.L. Standard Player Contract, copies of which are enclosed. You are retained on behalf of the C.F.L. Player Relations Committee, representing the Member Clubs, and the C.F.L. Players' Association.

Arrangements shall be made upon your appointment for a representative of the C.F.L. Players' Association and a representative of the C.F.L. Player Relations Committee to discuss with you the duties and responsibilities involved in this appointment.

When a Player of the Member Club attends at your office and requests that an examination be performed, please forthwith notify the C.F.L. in order to allow arrangements to be made with the Member Club for delivery to you of the Member Club's medical records relating to the Player. You are asked to wait seventeen days from the date of your examination of the Player for the Member Club to provide you with its medical records. Upon the expiration of the seventeen day period following the date of your examination of the Player and regardless as to whether the Member Club has provided you with its medical records, you are requested to prepare a written report in the form that is provided (Appendix "1" attached to this letter). This report should be completed as quickly as possible and upon completion copies should be sent to the following parties:

1. The Player;
2. The Member Club;  
(addresses attached as Appendix "2" to this letter);

2.

3. The Canadian Football League  
50 Wellington St. E., 3rd Floor  
Toronto, Ontario  
M5E 1C8  
Attention: The Commissioner
4. Canadian Football League Player Relations Committee  
c/o Lyle Bauer  
McMahon Stadium 1817 Crowchild Trail NW Calgary, Alberta  
T2M 4R6
5. Canadian Football League Players' Association  
c/o Parlee McLaws  
#1500 Manulife Place  
10180 - 101 Street  
Edmonton, Alberta  
T5J 4K1  
Attention: Edward H. Molstad

You have been selected because of your knowledge in relation to the game of professional football, and your experience in sports medicine. In determining your opinion, you will be required to take into consideration the position that is played by the Player. For example, if a right-handed quarterback has a dislocated finger on his right hand, he may well be unfit to play skilled football, whereas an offensive lineman who has a dislocated finger on his hand may not be unfit to play skilled football.

Payment of your fee for this service shall be made forthwith by the C.F.L. on receipt of an invoice from you. Pursuant to an agreement made between the C.F.L. and the C.F.L. Players' Association, the C.F.L. Players' Association will then reimburse the C.F.L. for one-half of the fee involved.

Your only contact with the Player shall be when he attends at your office for examination or examinations. The C.F.L. would ask that you remain objective and that you base your examination upon your findings at the time the Player attends at your office. Your decision shall be final and binding upon both the Player and the Member Club, and it is therefore imperative that it be carefully considered. Your decision shall be required to be one of the four following decisions:

1. In my opinion, the Player is fit to play skilled football; or

3.

2. In my opinion, the Player is unfit to play skilled football and shall remain unfit to play skilled football until the conclusion of the football season; or
3. In my opinion, the Player is unfit to play skilled football and shall remain unfit to play skilled football until the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; or
4. In my opinion, the above-named Player is unfit to play skilled football and I shall require a further examination of this Player on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in order to determine whether the Player is either fit or unfit at that time.

It is not contemplated that you will be called upon to attend any formal arbitration proceedings. If your report should not be deemed to be concise enough by either party, any communication with you will be copied to the other party or will be by way of telephone conference with all parties participating. Any other questions that any party has in relation to your report will be put to you through the C.F.L. office. Other than as provided above, you are to have no contact with the C.F.L. Players' Association, the C.F.L. Player Relations Committee, the Member Club or the Player other than the receipt of medical records from the Member Club and your contact with a Player during your examination or examinations.

We thank you for accepting this appointment and assisting the parties in this regard.

Yours truly,

Commissioner, Canadian Football League

**APPENDIX "1"**

Date of Report \_\_\_\_\_

**PLAYER'S NAME:** \_\_\_\_\_

**DATE OF EXAMINATION OF PLAYER:** \_\_\_\_\_

**PLAYER'S RESIDENCE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEMBER CLUB:** \_\_\_\_\_

**DATE OF BIRTH OF PLAYER:** \_\_\_\_\_

**HEIGHT OF PLAYER:** \_\_\_\_\_

**WEIGHT OF PLAYER:** \_\_\_\_\_

**POSITION PLAYED BY PLAYER:** \_\_\_\_\_

**MEDICAL RECORDS OF CLUB PROVIDED:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







## APPENDIX "2"

## Member Club Addresses

The Montreal Alouettes Football Club  
4545 Av. Pierre de Coubertin  
P.O. Box 65, Station M  
Montreal, Quebec H1V 3L6  
Fax Number: (514) 871 2277253-8821

Hamilton Tiger Cat Football Club (2003) Corp.  
1 Jarvis Street  
Hamilton, Ontario L8R 3J2  
Fax Number: (905) 549 6610

Calgary Stampeders Limited Partnership  
McMahon Stadium  
1817 Crowchild Trail N.W.  
Calgary, Alberta  
T2M 4R6  
Fax Number: (403) 289 7850

Edmonton Eskimo Football Club  
9023 111th Avenue  
Edmonton, Alberta T5B 0C3  
Fax Number: (780) 429 3452

Saskatchewan Roughriders Football Club Inc.  
1910 Piffles Taylor Way  
2940 10 Avenue  
P.O. Box 12771966  
Regina, Saskatchewan S4P 3E1  
Fax Number: (306) 566 4280

Winnipeg Football Club  
1465 Maroons Road  
Winnipeg, Manitoba R3G 0L6  
Fax Number: (204) 783 5222

Toronto Argonauts Football Club Inc.  
c/o VTM South Portables  
3359 Mississauga Road North  
Mississauga, Ontario L5L 1C6  
Fax Number: (905) 607 7934

B.C. Lions Football Club Inc.  
10605 135 Street  
Surrey, British Columbia V3T 4C8  
Fax Number: (604) 583 7882

## **Appendix "L"**

### **Letter from Member Clubs**

**re:**

### **Negotiation of Individual Player Contracts**

Dear Player:

We are attaching to this letter a copy of the C.F.L. Standard Player Contract.

We draw your attention to Paragraph 15 of this Contract which provides for the right of the Club to exercise at its option renewal of this Contract for a further one year term. Paragraph 15 provides for the compensation to be no less than the compensation provided for in Paragraph 3 of this Contract.

It is open to you at this time to negotiate the compensation payable in the option year.

Yours truly,

Club