



AUSTRALIAN FOOTBALL LEAGUE

AND

**AUSTRALIAN FOOTBALL LEAGUE PLAYERS'
ASSOCIATION INCORPORATED**

**COLLECTIVE
BARGAINING
AGREEMENT
1998–2003**

AFL/AFLPA COLLECTIVE BARGAINING AGREEMENT 1998–2003

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INTRODUCTION

The Australian Football League (AFL) and the Australian Football League Players' Association (AFLPA) have completed and signed a new five-year Collective Bargaining Agreement to cover all players in the AFL from 1998 to the end of season 2003.

This five year agreement is a major step forward for the game and is a strong reflection not only of the unity of the AFL competition as a whole, but also the strengthening relationship between the AFL and AFLPA.

This long term agreement between the players and the league will ensure a focus on major strategic issues in the upcoming years with a greater degree of certainty and gives both the AFL and AFLPA the confidence to plan for the future and continue to make the game stronger.

This agreement recognises the growing role players have in the sport, coupled with a concern for the overall benefit and security of the 16 clubs and the advertisement of the sport as a whole. Players can be reassured that this agreement provides for all future and current players, be they in their first or final playing year.

The major outcome from the agreement is that the AFL, the clubs and the players are collectively committed to the fundamental planks on which the competition is based — namely a salary cap, a draft system and equalisation of key revenue streams. Each of these elements will ensure that each club, every year has a realistic ambition of playing in the finals.

This agreement secures the future of the AFL not only for clubs and sponsors, but also for the players and supporters of the game.



Wayne Jackson
Chief Executive Officer
Australian Football League



Andrew Demetriou
Chief Executive Officer
AFL Players' Association

This agreement is dated July 12, 1999

BETWEEN:

AUSTRALIAN FOOTBALL LEAGUE
and
AUSTRALIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION
INCORPORATED

RECITALS

- A. The AFL is the controlling body of the national competition between AFL Clubs (“the AFL Competition”).
- B. The AFL, as the controlling body, has the power to bind the AFL Clubs to this Agreement.
- C. The AFLPA is a representative body of Players participating in the AFL Competition.
- D. The AFLPA has the authority to bind its members who are Players participating in the AFL Competition to this Agreement.
- E. The AFL and the AFLPA have entered into a previous Collective Bargaining Agreement for the period 1 November 1995 to 31 October 1998.
- F. The AFL and the AFLPA desire to enter into a further agreement on the terms and conditions contained in this Agreement.

THE AFL AND AFLPA NOW AGREE AS FOLLOWS:

PART A — GENERAL

1 Application

This Agreement will apply to:

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

2 Term

This Agreement shall operate on and from 1 November 1998 for a period of five (5) years until 31 October 2003 and will continue to apply after that date until a new collective bargaining agreement is made between the AFL and the AFLPA.

3 Review

It is agreed that:

- (a) the parties shall monitor the operation of the terms of this Agreement and shall be entitled to seek a review of any term or provision of this Agreement:
 - (i) where the parties agree it is appropriate to vary the terms of this Agreement;
 - (ii) which does not operate in a manner consistent with the spirit and intention of the agreement of the parties; and/or
 - (iii) to take into account legislation introducing a goods and services or like tax.
- (b) the AFLPA and the AFL are entitled to seek a mid term review of the terms and operation of this Agreement in September/October 2001 where circumstances affecting the operation and application of this Agreement have materially changed.
- (c) in the event that agreement cannot be reached between the AFL and the AFLPA on any matters raised in the review of this Agreement under sub-clause (b) either party may refer the matter to an independent referee/arbitrator to be agreed between the parties or failing agreement, to be nominated by the President of the Law Institute of Victoria.

4 Terms and Conditions of Employment

The terms and conditions of employment as set out in Part C — Minimum Terms and Conditions:

- (a) establish the minimum terms and conditions of employment applying to all the Players employed during the term of this Agreement;
- (b) apply to and are incorporated into any existing or future employment Player contract between the AFL, an AFL Club and a Player; and
- (c) prevail over any inconsistent term or provision in any such contract.

5 No Extra Claims

Subject to the AFL complying with the terms of this Agreement, the AFLPA undertakes that for the term of this Agreement it will not, unless otherwise provided for in this Agreement, make any extra claims on the AFL or the AFL Clubs in respect of the terms and conditions of employment of Players and the matters dealt with by this Agreement.

6 Other Matters and AFL Rules

- (a) In consideration of the benefits provided for in this Agreement, the AFLPA and each Player it represents undertakes not to participate in or be involved in any other competition of football without the approval of the AFL.
- (b) Each of the parties agree that the AFL Player Rules are necessary and reasonable for the proper protection of the legitimate interests of the AFL and the AFLPA and each Player it represents agrees with the AFL that any restrictions contained in the AFL Player Rules, including without limitation, restrictions on the freedom of Players to transfer from one AFL Club to another, restrictions on the Total Player Payments an AFL Club may give or apply for the benefit of a Player or an Associate of a Player, are necessary and reasonable for the purpose of protecting the legitimate interests of the AFL.

PART B — DEFINITIONS

7 Definitions

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

AFL means the Australian Football League;

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

AFL Commission means the Commission appointed pursuant to the Articles of Association of the AFL;

AFL Competition means the Competition referred to in Recital A and includes the Ansett Australia Cup, the Coca-Cola AFL Premiership Season and the Coca-Cola AFL Final Series;

AFL Intellectual Property means all registered and unregistered trade marks and brand names, designs and copyrights and other industrial and intellectual property of the AFL and each of the AFL Clubs including all playing uniforms, on field uniforms, AFL Club shield logos, AFL Club caricatures, AFL Club nicknames, all AFL logos and all photographs taken under AFL media accreditation;

AFL Licensing Activity includes all AFL product sales, sales promotions, advertising (excluding generic media advertising promoting Australian Football) and endorsement arrangements;

AFL Licensing Operational Guidelines means the licensing guidelines agreed between the AFL and the AFLPA contained in Schedule C and any variation to such guidelines;

AFLPA means the Australian Football League Players' Association Incorporated;

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

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

AFL Reserves means the series of Matches conducted between the reserve Players of AFL Clubs competing in the AFL reserve grade competition and the Coca-Cola AFL reserve grade Final Series or any like successor competition howsoever titled;

AFL Season means the period from the date of the first Match of the AFL Competition which for the purposes of this Agreement shall include the Ansett Australia Cup and the Coca-Cola AFL Premiership Season to the date of the Grand Final of the Coca-Cola AFL Final Series or the date of any subsequent AFL approved Exhibition Match;

Accredited Agent means an agent who is a member of the AFL Player Agents' Association Incorporated;

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

Associate of a Club has the same meaning as described in the AFL Player Rules;

Associate of a Player has the same meaning as described in the AFL Player Rules;

Australian Football means the football game defined in the "Laws of Australian Football" published by the AFL;

Club Intellectual Property means all registered and unregistered trade marks and brand names, designs and copyrights and other industrial and intellectual property of the relevant AFL Club;

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

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

Code of Conduct means the Code developed by the AFLPA and the AFL in accordance with clause 38;

Exhibition Match means a Match conducted under the auspices of the AFL to promote the AFL or the game of Australian Football;

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

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

Grievance Tribunal means the tribunal established by the parties pursuant to the previous Collective Bargaining Agreement dated 6 November 1995;

Guidelines for Marketing Contracts means the guidelines agreed between the AFL and the AFLPA attached in Schedule B and any variation to such guidelines;

Image includes a Player's name, photograph, likeness, reputation and identity;

List means in respect of each AFL Club, any or all of its Primary List, Rookie List, Supplementary List, Long Term Injury List or Veterans List maintained by the AFL;

Long Term Injury List has the same meaning as described in the AFL Player Rules;

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

National Draft Selection Meeting has the same meaning as described in the AFL Player Rules;

Player means a player of Australian Football who is or becomes contracted with an AFL Club and is or becomes listed with the AFL as a Player with an AFL Club;

Players' Welfare Fund means the fund established by the AFLPA in accordance with clause 35 of this Agreement;

Primary List has the same meaning as described in the AFL Player Rules;

Rookie List has the same meaning as described in the AFL Player Rules;

Rookie means a Player who is included on the Rookie List of an AFL Club in accordance with the AFL Player Rules;

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

Senior Match means a Match other than a pre-season practice Match, any AFL Reserves Match, State of Origin Match or Exhibition Match;

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

State of Origin Match means a Match between Players selected from their original State or Territory of Australia and Players from other States or Territories of Australia;

Supplementary List has the same meaning as described in the AFL Player Rules;

Supplementary Player means a Player included on an AFL Club's Supplementary List who is eligible to play in AFL Reserves Matches only;

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

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

8 Interpretation and Construction

- (a) In the interpretation of this Agreement, unless the contrary intention appears:
 - (i) words importing the singular shall be deemed to include the plural and vice versa;
 - (ii) words importing any gender shall be deemed to include the other gender;
 - (iii) words importing persons shall be deemed to include all bodies and associations, corporate or unincorporate and vice versa;
 - (iv) headings are included for convenience only and shall not affect the interpretation of this Agreement; and
 - (v) any Schedules are included in and form part of this Agreement.
- (b) The meaning of various words and terms in this Agreement differ from the meaning given to the same or like words and terms contained in the AFL Player Rules and AFL Regulations. For the purposes of interpreting this Agreement, the meanings contained in this Agreement shall prevail.
- (c) This Agreement is considered reasonable by the AFL and the AFLPA, but:
 - (i) each provision in this Agreement shall be read and construed independently of the other provisions so that if one or more provisions is held to be invalid as an unreasonable restraint or for any other reason whatsoever then the remaining provision shall be valid to the extent that they are not held to be invalid; and
 - (ii) if any such provisions are found to be invalid but would be valid if some part of the provision were deleted, such provision shall apply with such modification as may be necessary to make it valid and effective.

PART C — MINIMUM TERMS AND CONDITIONS

9 Base and Senior Match Payments

- 9.1 An AFL Club shall pay each Player it employs in 1999 other than a first year draft choice Player or a Player promoted from the Rookie List:
 - (a) a minimum base payment of \$35,000 per annum; and
 - (b) a minimum Senior Match payment of \$1,750 per Senior Match;
- 9.2 An AFL Club shall pay each Player it employs in 2000 other than a first year draft choice Player or a Player promoted from the Rookie List:
 - (a) a minimum base payment of \$36,000 per annum; and
 - (b) a minimum Senior Match payment of \$1,800 per Senior Match.
- 9.3 An AFL Club shall pay each Player it employs in 2001 other than a first year draft choice Player or a Player promoted from the Rookie List:
 - (a) a minimum base payment of \$37,000 per annum; and
 - (b) a minimum Senior Match payment of \$1,900 per Senior Match.
- 9.4 The minimum base payment includes an amount referable to the superannuation contribution payable under the Superannuation Guarantee Charge legislation (calculated on the minimum base payment and Senior Match payments) and the cost of top Hospital and Medical (including Extra Care Benefits) Insurance. The cost of such insurance shall not include the Fringe Benefit Tax amount which cost shall be borne by the AFL Club.
- 9.5 The minimum base payment prescribed above includes payment in respect of the Ansett Australia Cup Matches played in the relevant year and where applicable Matches played in the Coca-Cola AFL Final Series.
- 9.6 The minimum base payment and minimum Senior Match payments to apply for the 2002 and 2003 AFL Seasons shall be set at amounts to be agreed by the parties.
- 9.7 The minimum base payment and minimum Senior Match payments shall apply to all Players, including those Players whose current contracts provide for lesser amounts. Such minimum base payment and Senior Match payments do not apply to a first year draft choice Player.

10 First Year Draft Choice Player

10.1 A first year draft choice Player shall be paid the base payment and Senior Match payments set out below:

Draft Choice	1999		2000		2001	
	Base ⁺	Match*	Base ⁺	Match*	Base ⁺	Match*
	\$	\$	\$	\$	\$	\$
1st Round	30,000	1,750	31,000	1,800	32,000	1,900
2nd Round	25,000	1,750	26,000	1,800	27,000	1,900
3rd Round and subsequent choices	23,000	1,750	24,000	1,800	25,000	1,900

⁺ Base Payment — \$ per annum * Senior Match Payment — \$ per match

A first year draft choice Player who is drafted under the “Father and Son” rule shall be paid at the 2nd round or 3rd round rate whichever is applicable.

- 10.2 In the first year, in addition to the base payment and Senior Match payments set out above, an AFL Club shall make the superannuation contribution as required by the Superannuation Guarantee Charge legislation and shall insure the Player for top Hospital and Medical (including Extra Care Benefits) Insurance. The Fringe Benefits Tax on the cost of such insurance shall be borne by the AFL Club.
- 10.3 If the first year draft choice Player remains on the List of the AFL Club for a second year or is included on the List of another AFL Club in that second year, the base payment and Senior Match payment for that Player may not be increased by more than a maximum of 50% respectively.
- 10.4 The base payment prescribed above includes payment in respect of Ansett Australia Cup Matches played in the relevant year and, where applicable, Matches played in the Coca-Cola AFL Final Series.
- 10.5 A first year draft choice Player shall not be entitled to nor shall an AFL Club pay a first year draft choice Player more than the amounts prescribed by this clause, other than:
- relocation expenses of up to \$5,000 per Player;
 - bereavement assistance of up to \$2,000 per Player;
 - living allowance of up to \$5,000 per Player per annum; and
 - any incentive bonus a Player receives for finishing in the AFL Club's top 10 best and fairest award.

- 10.6 A first year draft choice Player may apply to an Arbitrator appointed under the AFL Player Rules where the Player claims that sub-clauses 10.1 or 10.3 operate to unreasonably restrain his trade as a professional footballer and that those sub-clauses should not limit the amounts the Player should be paid. The AFL Player Rules shall apply to a matter brought before the Arbitrator under this sub-clause.

11 Rookie List

- 11.1 A Rookie shall be paid no less than half the base payment payable to a 3rd round draft choice for the relevant year.
- 11.2 Where a Rookie is temporarily promoted to the Primary List of an AFL Club to replace a Long Term Injury List Player, he shall continue to be paid his Rookie base payment and in addition, a Senior Match payment as set out in clause 10.1 for each Senior Match played.
- 11.3 Where a Player's name has been put on the Long Term Injury List of an AFL Club and a Rookie is promoted to the Primary List of the AFL Club, the Rookie cannot be paid less than he would have earned as a Rookie in that year.
- 11.4 In the event that a Rookie is promoted to the Primary List of an AFL Club during the Coca-Cola AFL Premiership Season or he is promoted to the Primary List of an AFL Club before the commencement of the next Coca-Cola AFL Premiership Season, the following shall apply:
- (a) if the Rookie has previously been on the Primary List of an AFL Club, he shall be paid the base payment and Senior Match payments for a Player under clause 9 in the relevant year, or pro rata for periods less than the full AFL Season, provided that he cannot be paid less than he would have earned as a Rookie;
 - (b) if the Rookie is an international Player (as defined in the AFL Player Rules) or a Player who has not been registered as a Player in an Australian Football competition for 5 years immediately before his inclusion on the Rookie List, he shall be paid no less than the base payment and Senior Match payments fixed for a third round draft choice under clause 10.1 in the relevant year, or pro rata for periods less than the full AFL Season, provided that he cannot be paid less than he would have earned as a Rookie; and
 - (c) for any other Rookie, he shall be paid the base payment and Senior Match payments for a third round draft choice under clause 10.1 in the relevant year, or pro rata for periods less than the full AFL Season, provided that he cannot be paid less than he would have earned as a Rookie.
- 11.5 In addition to the amounts set out above with respect to a Rookie, an AFL Club shall make the superannuation contribution as required by the

Superannuation Guarantee Charge legislation and shall insure the Rookie for top Hospital and Medical (including Extra Care Benefits) Insurance. The Fringe Benefit Tax on the cost of such insurance shall be borne by the AFL Club.

- 11.6 Football payments to a Rookie:
- (a) while on the Rookie List; and/or
 - (b) while on the Primary List to replace a long term injured Player ;
- shall not be included in the Total Player Payments of an AFL Club provided that if the Rookie remains on the Primary List when the long term injured Player is reinstated to the Primary List, Football Payments received by the Rookie in respect of the period after the long term injured Player is reinstated (“the date of reinstatement”) will be included in the Total Player Payments. Those amounts shall include a pro rata amount of the base payment calculated from the date of reinstatement and also include all Senior Match payments for Matches played on or after that date.
- 11.7 Where a Rookie is promoted to the Primary List, other than as a replacement for a long term injured Player, Football Payments received by the Rookie after the date the Rookie is placed on the Primary List shall be included in the Total Player Payments of the AFL Club. These amounts shall include a pro rata amount of the base payment, calculated from the date the Rookie is placed on the Primary List and also includes all Senior Match payments for Matches played on or after that date.
- 11.8 A Rookie may apply to an Arbitrator appointed under the AFL Player Rules where the Player claims that sub-clause 11.4 operates to unreasonably restrain his trade as a professional footballer and that sub-clause 11.4 should not limit the amounts the Rookie should be paid. The AFL Player Rules shall apply to a matter brought before the Arbitrator under this clause.

12 Supplementary List Players

- 12.1 A Player on the Supplementary List of an AFL Club shall be paid a base payment of \$1,000 per annum plus a Match payment (for AFL Reserves Matches) of \$300 per Match. These amounts will be reviewed annually by the AFL and the AFLPA.
- 12.2 A Supplementary List Player shall not be entitled to nor shall an AFL Club pay a Supplementary List Player more than the amounts prescribed in sub-clause 12.1.
- 12.3 The base payment and Match payments paid to Supplementary List Players will not be taken into account in calculating the Total Player Payments of an AFL Club.

13 Draft

An AFL Player who:

- has been delisted from an AFL Club;
 - has nominated for the AFL Draft (National or Pre-Season); and
 - has not nominated the amount of Football Payments he seeks;
- shall be paid by the AFL Club who selects him the Football Payments agreed to between the AFL Club and the Player which amount shall be no less than the minimum base payment and minimum Senior Match payment prescribed in clause 9.

14 Times of Payment

14.1 An AFL Player paid in accordance with clauses 9, 10, 11 and 12 shall be paid on the dates and in the manner set out below:

- (a) minimum base payment or base payment (as the case may be) by twelve (12) equal monthly instalments commencing on 30 November to 31 October the following year;
- (b) minimum Match payments for Matches played for the first half of the Coca-Cola AFL Premiership Season (listed on the official team sheet) shall be paid by the 15th day of July and minimum Senior Match payments for the remaining Matches played in the Coca-Cola AFL Premiership Season by 30 November provided that in the case of a Player in the final year of his contract with an AFL Club, the minimum Senior Match payments for the remaining Matches shall be paid by 31 October of that year.

15 Length of Break

15.1 Subject to sub-clause 15.3, a Player shall be entitled to a minimum period of leave of absence, from all employment obligations with his AFL Club, of eight weeks commencing from the date of the last Match contested by his AFL Club or in the case where the last Match contested was held overseas, six weeks from the date of that Match (“the leave period”).

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

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

15.3 An additional one week period of leave shall be allowed for the period commencing 23 December and ceasing 1 January the following year provided that where more than 75% of the listed Players of an AFL Club

and that AFL Club agree to take a period of one week's leave commencing 2 January, the entitlement under sub-clause 15.1 shall be reduced by one week.

- 15.4 Notwithstanding sub-clause 15.1, a Player shall:
- (a) attend the AFL Brownlow Medal presentation if invited by the AFL; and
 - (b) attend the Club's Annual Best and Fairest presentation unless otherwise agreed by the AFL Club.
- 15.5 A Player on the List of an AFL Club shall not be required to participate in pre-season Matches (including the Ansett Australia Cup Matches) held earlier than 23 January each year (except for year 2000, when the date will be agreed by the AFL and the AFLPA).
- 15.6 Subject to the AFL Player Rules, the AFL agrees to impose sanctions on an AFL Club for a breach of the provisions of this clause of up to 25 units for the first breach and up to 50 units for the second and subsequent breaches in the same year or other amount/s as agreed between the AFL and the AFLPA. Units shall have the value as defined in the AFL Player Rules.
- 15.7 During the leave periods referred to in this clause, a Player on the List of an AFL Club shall not be required by an AFL Club to attend any training organised by or on behalf of the AFL Club.

16 Senior Players — Leave

- 16.1 In consideration of service on the Primary List with an AFL Club, additional leave shall be given to:
- (a) a Player with 5 or more years but less than 10 years on the Primary List of the same AFL Club — of one week;
 - (b) a Player with 10 or more years on the Primary List of the same AFL Club — of two weeks.
- 16.2 Such additional leave shall be taken at such time/s as agreed between the AFL Club and the Player.

17 Break between Matches

- 17.1 A Player shall be given a minimum break of six (6) days between the Matches in the Coca-Cola AFL Premiership Season and the Coca-Cola AFL Final Series unless because of the operation of the draw this is not possible, in which case, the AFL shall notify the AFL Clubs affected and seek their approval to any alternative arrangement.
- 17.2 From 1 January 2000, a Player shall be entitled to a break from AFL Club activities of no less than 1 day per week, being any day Monday to Friday (inclusive) provided that such day is mutually agreed or the Player is given reasonable notice to take the day off. A day where a Player spends time travelling interstate prior to or after an AFL Match may be treated as a day off.

18 Allowances

18.1 Relocation Expenses (National Draftee only)

- (a) A Player who is required to relocate to another State (other than the State where he is domiciled) as a result of his drafting by an interstate AFL Club shall be paid reasonable relocation costs by that AFL Club.
- (b) Sub-clause 18.1(a) shall:
 - (i) apply only to a first year draft choice Player drafted in a National Draft Selection Meeting; and
 - (ii) be limited to \$5,000 per Player.
- (c) Any such relocation payments made pursuant to this sub-clause shall be excluded from the Total Player Payments of an AFL Club.

18.2 Living Allowance

- (a) An AFL Club may pay a living allowance in addition to the amount paid pursuant to clause 10 to first year draft choice Players of no more than \$5,000 per Player.
- (b) Any such payment will be included in the Total Player Payments of an AFL Club.

19 Hospital and Medical Benefits Insurance

- 19.1 Each AFL Club shall arrange top Hospital and Medical (including Extra Care Benefits) Insurance in respect of each AFL Player contracted with the AFL Club. The cost of the provision of such insurance (which shall include the Fringe Benefit Tax component) for Players who are paid more than the amounts prescribed in clause 9 shall be at the Player's expense unless the Player and the AFL Club agree otherwise or the Player is a Rookie, Supplementary List Player or a first year draft choice Player paid in accordance with clause 10 in which case the AFL Club shall bear the cost of such insurance.
- 19.2 Any player, not being a Player employed by an AFL Club, who participates in any practice Matches or training arranged by or on behalf of any AFL Club shall be covered, at no cost to such player, for medical hospital and disability insurance and loss of wages. The cost of such insurance shall be met by the AFL Club.

20 Insurance for Loss of Non-Football Earnings

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

Year	Maximum Weekly Amount Payable
1998	\$500
1999	\$750
2000	\$800
2001	\$850
2002	\$900
2003	\$950

21 Injury Payments

- 21.1 Where a Player is injured in the last year of the Player's contract with an AFL Club and the injury will, in the opinion of the AFL Medical Officer, after consultation with the AFL Club Medical Officer, prevent or be likely to prevent the Player from ever playing football at senior level in any competition, the AFL Club shall pay that Player 50% of the Player's contract base payment as at the last year of the contract. This clause only applies where the injury is suffered in the course of the Player's employment as an AFL footballer, including travelling to and from training, Matches or other activities authorised by the AFL Club, provided the Player has not caused such injury by his own negligence.
- 21.2 Where a Player is injured in a Match in the AFL Reserves competition (or in the State equivalent) in the last year of the Player's contract with an AFL Club and the injury will, in the opinion of the AFL Medical Officer, after consultation with the AFL Club Medical Officer, prevent or be likely to prevent a Player, having regard to his health and safety, from participation in senior football in any competition for any period of not more than 2 years, the Player shall be entitled to a payment for each Match missed up to a maximum of 30 matches of the Match payment for a Supplementary List Player as set out in sub-clause 12.1.

- 21.3 A Player, to whom sub-clauses 21.1 or 21.2 apply, shall be covered for top Hospital and Medical (including Extra Care Benefits) Insurance for the period the injury continues up to a maximum period of 2 years. The cost of providing such insurance shall be included in the payment referred to in sub-clause 21.1 or 21.2, as applicable, however the Fringe Benefit Tax amount shall be borne by the AFL Club.
- 21.4 Except where sub-clause 21.1 applies, an AFL Player who suffers an injury as a result of which he is unfit to play football in the AFL Competition, which injury is caused:
- by playing football for an AFL Club in a Match; or
 - at an official training session; or
 - by attending an official AFL Club function; or
 - whilst on official club duties at the direction of the AFL Club;
- shall, provided the Player has not caused such injury by his own negligence, be compensated as follows:
- (a) 100% of Senior Match payments at the rate for the relevant competition [AFL Seniors or AFL Reserves (or State equivalent) if the Player is entitled to AFL Reserves (or State equivalent) payments] in which the injury was suffered or at the rate for the relevant competition for the Match last played prior to the injury, for all Matches missed up to a maximum of 30 Matches;
 - (b) the obligation of the AFL Club under this sub-clause shall be subject to and conditional upon the Player using his best endeavours to rehabilitate himself and return to playing fitness as soon as possible. The obligation of the Player shall without limitation, include observing all reasonable directions of the AFL Club in relation to his rehabilitation including diet, exercise, special training and attendance for medical or pharmaceutical treatment;
 - (c) any dispute as to whether an injury was suffered by a Player or is subject to the provisions of this sub-clause or whether a Player has used his best endeavours to rehabilitate himself shall be referred to the Grievance Tribunal who may where appropriate appoint an independent medical practitioner to provide an opinion;

- (d) a Player injured in one season and who is subsequently delisted or whose contract is otherwise terminated shall be entitled to the benefits under this sub-clause up to the maximum of 30 Matches as if he were not delisted or the contract otherwise terminated provided that the Player:
 - (i) was entitled to the benefit of this clause during the period of his contract;
 - (ii) has, insofar as reasonably practicable, brought the existence of the injury to the attention of the AFL Club prior to the Player being delisted or his contract being otherwise terminated; and
 - (iii) maintains regular consultation with the AFL Club which previously employed him and does not do anything within the period to which he is entitled to the benefits under this sub-clause, to prejudice any Hospital or Medical Benefits payments or entitlement to such payments;
- (e) a Player who suffers an injury and who is entitled to the benefits set out in this clause shall, in addition to the payments under this sub-clause, be paid any difference between the amount recoverable under any claim from the relevant Hospital and Medical Benefits Fund and the amount actually payable for the cost of treatment provided that such treatment was first approved of by the AFL Club and such treatment was directly referable to the injury;
- (f) if, after exhausting entitlements payable under sub-clause 21.4(a), a Player remains permanently disabled, the Player shall be entitled to claim up to \$250,000 in accordance with the AFL's insurance policy obtained for that purpose;
- (g) for the purposes of clarity, the rate for a Match played in the Ansett Australia Cup competition is the same rate as is applicable to a Match played in the Coca-Cola AFL Premiership Season.

22 Termination Payment

- 22.1 An AFL Club shall be entitled to apply to the AFL to delete a Player's name from its List and by written notice to the Player in accordance with the contract, terminate the contract upon the Player being delisted. In such case, the contract shall be at an end provided that the AFL Club shall pay the Player by way of compensation:
 - (a) the balance of the base payment payable for the year in which the Player was delisted;

- (b) Match payments calculated at the rate applicable to the relevant competition (AFL Senior or AFL Reserves, or State equivalent) in which the Player last played, for the balance of the year in which the Player was delisted;
- (c) where the Player's contract had one or more further years to run, a further number of Match payments calculated at the rate applicable to the relevant competition (AFL Senior or AFL Reserves, or State equivalent) in which the Player last played (in total not to exceed 22); and
- (d) where the Player's contract had one or more further years to run, the base payment for the 12 months following the year in which the Player was delisted.

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

- 22.2 Subject to sub-clause 22.4, in the calculation of the payment of termination benefits set out above, no account shall be taken of any further amount or amounts which the Player may receive as a consequence of re-employment by another AFL Club or any other Australian Football Club.
- 22.3 The provisions of this Clause shall not apply to a Player:
- (a) who, by his agreement, is involved in a pre-draft transfer between AFL Clubs which results in a transfer and such Player being listed with the transferee club;
 - (b) who has retired;
 - (c) whose contract was terminated as a result of misconduct by the Player; and
 - (d) who has agreed in writing with his AFL Club to otherwise terminate his contract.

22.4 *No Unjust Enrichment*

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

- (a) the same or greater during the balance of the year in which the Player was delisted by his previous AFL Club or the year following his delisting (if the provisions of sub-clauses 22.1(c) and 22.1(d) apply), no termination payment shall be payable; or
- (b) less during the balance of the year in which the Player was delisted by his previous AFL Club or the year following his delisting, the termination payment payable shall be reduced by the average payments which the Player would be entitled to earn under his new contract for the balance of the year in which the Player was delisted and the year following his delisting (if the provisions of sub-clause 22.1(c) and 22.1(d) apply).

Accordingly:

- (i) any amount payable by an AFL Club under sub-clauses 22.1(c) and 22.1(d) shall not be payable until 31 March in the year following that in which the Player's name was deleted from the relevant AFL Club's List;
- (ii) any payment by an AFL Club of any amount purportedly in accordance with sub-clauses 22.1(c) and 22.1(d) shall be strictly without prejudice to the rights of the AFL Club under sub-clause 22.4;
- (iii) an AFL Club shall be entitled to be repaid any amount paid to a Player in excess of a Player's actual entitlement; and
- (iv) where a Player fails, refuses or neglects to repay any amount due to his former AFL Club in accordance with this sub-clause, within 7 days of a written demand for such payment, the AFL Club which has re-employed the player shall pay the amount due to the former AFL Club and the Player's entitlement to payments under his new contract shall be reduced accordingly.

PART D — GENERAL MATTERS

23 The Coca-Cola AFL National Draft

- 23.1 No Player shall be included on the List of an AFL Club unless such Player has attained the age of 18 years or will attain the age of 18 years on or before the 30th day of June next following the Player's inclusion on the List.
- 23.2 In respect of a Player who is included on the List of an AFL Club before the Player attains the age of 18 years:
- (a) the AFL Club which lists the Player shall:
 - (i) where the Player moves interstate, provide economy class return airfare tickets for the parents (or two other relatives or persons nominated by the Player) of the Player for two separate occasions to enable those persons to visit the Player during the year of the Player's first AFL Season;
 - (ii) pay reasonable taxi fares necessarily incurred by the Player in attending training, Matches and official AFL Club functions.
 - (b) the Player shall not attend the AFL Club or participate in any training session until the first training session in January in the year of the Player's first AFL Season.
- 23.3 The AFL Player Rules regulating the operation of the draft shall be reviewed by a working party of representatives of the AFL and AFLPA to simplify the rules and remove any anomalies, however decisions relating to the AFL Player Rules shall remain with the AFL Commission.

24 Total Player Payments

- 24.1 Total Player Payments for all AFL Clubs will be as follows:
- 1999: \$68 million
 - 2000: \$76 million (being \$80 million less \$4 million which \$4 million represents the contribution amount to the Players' Welfare Fund (Clause 35))
 - 2001: \$83 million (being \$88 million less \$5 million which \$5 million represents the contribution amount to the Players' Welfare Fund (Clause 35))
- These amounts do not include payments made under marketing contracts made in accordance with clause 29.
- 24.2 The Total Player Payments to apply to each AFL Club will be as follows:
- 1999: \$4.25 million
 - 2000: \$4.75 million
 - 2001: \$5.1875 million

In the event that there are more or less than 16 AFL Clubs in the AFL Competition in a particular year, the Total Player Payments for all AFL Clubs as set out in sub-clause 24.1 for that year shall be adjusted on a pro rata basis.

- 24.3 The AFL and AFLPA agree that in determining the Total Player Payments for the years 2000 and 2001 an amount (the gross amount) was ascertained having regard to a number of factors, including the following:
- estimates of the operating surpluses of the AFL (taking into account the revenue from renegotiation of television rights);
 - estimates of the operating surpluses of AFL Clubs;
 - the dedication to Total Player Payments of the amount representing no less than 85% of the increase in the amount of the AFL annual discretionary distribution of operating surplus to AFL Clubs over the amount of the AFL discretionary distribution of operating surplus distributed to AFL Clubs in the previous year; and
 - the application of a smoothing formula which applies the anticipated operating surpluses over the period of this Agreement in graduated yearly amounts with any amount paid in excess of the actual surpluses to be credited to the next or future year.

For the purpose of this sub-clause, “smoothing formula” refers to the process of applying graduated yearly amounts of the total increase in a particular item that is anticipated to occur over a specified period. An example of the smoothing formula is set out in Schedule A.

A sum equivalent to no less than 5% of the gross amount (being the contribution amount to the Players’ Welfare Fund) will be deducted from the gross amount, and the resultant amount will be the Total Player Payments for the relevant year.

- 24.4 The AFL and AFLPA agree to negotiate the Total Player Payments for the years 2002 and 2003 having regard to the factors set out in sub-clause 24.3 and the recognition that Total Player Payments for 2000 and 2001 incorporate an amount of approximately \$11.6 million in excess of what Total Player Payments would have otherwise been for 2000 and 2001 but for this Agreement and which will be dealt with in the application of the smoothing formula. Such negotiation to be concluded by no later than 30 June 2001.

- 24.5 In the event that the AFL and AFLPA are unable to reach agreement on the Total Player Payments for the years 2002 and 2003 by 30 June 2001 or such other date as may be agreed between the AFL and the AFLPA, then notwithstanding any other provision of this Agreement, either party may by giving 30 days notice in writing to the other party terminate the operation of this Agreement. The AFLPA acknowledges and agrees that in any negotiation, determination or arbitration involving the Total Player Payments for 2002 and 2003, whether as part of this Agreement or any new Agreement, account shall be taken of the amount of approximately \$11.6 million (referred to in sub-clause 24.4) being incorporated in the Total Player Payments for 2000 and 2001.
- 24.6 As a precondition to the AFLPA agreeing that:
- (a) the formula for adjusting Total Player Payments for 2000 and each subsequent year would be by reference to the factors set out in sub-clause 24.3 and in particular the increase in the AFL discretionary distribution of operating surplus distributed to AFL Clubs averaged over the period of this Agreement; and
 - (b) the AFL would have exclusive access to the proceeds of sale of capital items such as sale of assets and/or AFL licence;
- the AFL undertakes to maintain for the term of this Agreement a modest reserving policy, consistent with the practice in previous years, in order to maximise the amount of distributable surplus (after meeting AFL operating expenses and development grants) available to be distributed to AFL Clubs and consistent with:
- (i) achieving the agreed Total Player Payments for the year 2000 and 2001 and graduated increases in each subsequent year; and
 - (ii) averaging the projected increases over the period of this Agreement with any amount paid in excess of the actual surpluses to be credited to next or future years.
- 24.7 The AFL undertakes that the payment of AFL discretionary distribution of operating surplus to AFL Clubs during the period of this Agreement will be:
- (a) directed to achieving the agreed amounts of Total Player Payments for the years 2000 and 2001 and graduated increases in each subsequent year; and
 - (b) based on an average of the amount of the increases to be applied over that period to achieve a graduated increase in Total Player Payments over the relevant period.
- 24.8 In calculation of the Total Player Payments the following payments will not be taken into account:
- (a) relocation expenses incurred by an AFL Club pursuant to sub-clause 18.1 in respect of an AFL Player of not more than \$5,000 per Player;

- (b) the cost of airfares and taxi fares paid in accordance with sub-clause 23.2;
 - (c) bereavement assistance (paid to a Player or an Associate of a Player) up to a limit of \$2,000 in the event of a bereavement (or other genuine hardship) affecting the Player;
 - (d) 50% of Football Payments to a Player nominated as a veteran Player on the AFL Club's Primary List or included on the AFL Club's Veterans List;
 - (e) the Football Payments made to a Rookie promoted to the Primary List of an AFL Club to replace a Player with a long term injury;
 - (f) subject to clause 29, payments made to a Player pursuant to a bona fide marketing contract made in accordance with the Guidelines for Marketing Contracts;
 - (g) testimonial payments made to an AFL Player in accordance with clause 28;
 - (h) Match payments (at the Player's contract rate for Matches played in the Coca-Cola AFL Premiership Season) made to AFL Players participating in the Coca-Cola AFL Final Series Matches or the finals allowance contained in sub-clause 24.9, whichever is the greater;
 - (i) Football Payments to Supplementary List Players in accordance with clause 12;
 - (j) the cost of airfares and accommodation paid by an AFL Club under clause 42.
- 24.9 Where an AFL Club has contracted with a Player(s) for payment of a fixed or all in contract amount, it will be entitled to a finals allowance, to cover Football Payments to such Players who participate in an Coca-Cola AFL Final Series Match, being the amounts set out in Column 2 where the AFL Club participates in the Coca-Cola AFL Final Series in the week/s set out in Column 1. The allowance shall not be included in the Total Player Payments for that AFL Club.

1999 FINAL SERIES ALLOWANCE

Column 1	Column 2
Coca-Cola AFL Final Series	TPP Allowances
Week 1	\$30,000
Week 2	\$30,000
Week 3	\$40,000
Week 4 [Grand Final]	\$45,000

The amounts of the finals allowance for the year 2000 and subsequent years shall be reviewed by the AFL annually.

24.10 Each AFL Club must expend no less than 95% of the Total Player Payments in Football Payments (that are included in the Total Player Payments calculation) to Players on its Club Lists. Where an AFL Club does not expend this amount in payments to Players on its Lists, the AFL Club shall be required to pay to the AFL a sanction equivalent to the difference between the 95% and the amount spent in Football Payments.

25 Long Term Injury List

25.1 Each AFL Club may apply to the AFL General Manager Football Operations to transfer a Player suffering a long term injury from its Primary List to its Long Term Injury List. A long term injury means an injury or illness suffered by a Player which, in the opinion of the AFL Medical Officer, after consultation with the AFL Club Medical Officer, will prevent or is likely to prevent a Player, having due regard to his health and safety, from participating in a Match for a period of not less than 8 weeks from the date the injury or illness is diagnosed.

25.2 A Player's name may only be added to the Long Term Injury List with the Player's consent and with the approval of the AFL General Manager Football Operations provided that unless the name of the Player is removed from the list on or before 31 July in the relevant year, the Player shall be ineligible to play in the remaining Matches of the Coca-Cola AFL Premiership Season and, if applicable, the Coca-Cola AFL Final Series Matches for that year.

25.3 For the period a Player's name remains on the Long Term Injury List of an AFL Club, that AFL Club may apply to the AFL General Manager Football Operations for permission to promote a Rookie to its Primary List and subject to sub-clause 11.6, any payments made to the Rookie shall be excluded from the Total Player Payments of the AFL Club.

25.4 Where a Player's name has been added to an AFL Club's Long Term Injury List, that Player is ineligible to play for the AFL Club for a period of at least 8 weeks (from the date the Player's name has been added to the list).

25.5 At least 7 days prior to the National Draft Selection Meeting, each AFL Club must determine whether a Player on the Long Term Injury List is to be included in the AFL Club's Primary List for the following AFL Season.

25.6 Football Payments made to a Player on the Long Term Injury List shall be included in calculating the Total Player Payments for the AFL Club.

- 25.7 When an AFL Club transfers the name of a Player from the Long Term Injury List back to the Primary List (“the date of transfer”) and the Rookie who was promoted to the Primary List in accordance with sub-clause 25.3 in respect of that Player remains on the Primary List after the date of transfer:
- (a) the Rookie shall be taken into account in calculating the number of Players in the Primary List for so long as the name of the Rookie remains on the Primary List after the date of transfer; and
 - (b) the Football Payments made to the Rookie in respect of the period his name remains on the Primary List after the date of transfer shall be taken into account in calculating the Total Player Payments of that AFL Club.
- 25.8 The provisions of sub-clause 25.7 shall not apply to circumstances where the name of the Rookie remains on the Primary List after the date of transfer for the purpose of replacing another Player whose name is on the Long Term Injury List.

26 Veterans List

- 26.1 (a) An AFL Club may nominate for each AFL Season up to two eligible Players to be transferred from its Primary List to the Veterans List or to be classified as a veteran on its Primary List, provided the transfer or classification occurs by 31 January in the relevant AFL Season.
- (b) An AFL Club who classifies a Player on its Primary List as a veteran, may, at a later stage, but no later than 31 January in the relevant AFL Season, transfer the Player to the AFL Club’s Veterans List. A Player who is transferred to the AFL Club’s Veterans List cannot be transferred back to the Primary List of the AFL Club.
- 26.2 A Player is eligible for inclusion on an AFL Club’s Veterans List or to be classified as a veteran, if:
- (a) the Player has been at the AFL Club on the Primary List for at least ten (10) years; and
 - (b) the Player is 30 years of age or older.
- Provided that in the case of Adelaide and Fremantle, a Player will be eligible if he:
- is 30 years of age or older; and
 - has been on the AFL Club’s Primary List since inception of the AFL Club into the AFL Competition.
- And in the case of Port Adelaide, a Player will be eligible if he:
- is 28 years of age or older; and
 - has been on the AFL Club’s Primary List since the inception of the AFL Club into the AFL Competition.

Once an AFL Club to which these exceptions apply has been in the AFL Competition for 10 years, the exception will cease to apply to that AFL Club and thereafter the provisions of sub-clauses 26.2(a) and (b) will apply.

- 26.3 Once a Player has been included on the Veterans List of an AFL Club, the Player's name shall remain on that list until the Player leaves that AFL Club.
- 26.4 The Veterans List of an AFL Club must be finalised by that AFL Club by 31 January in the relevant AFL season.

27 Player List

- 27.1 Each AFL Club may maintain a list of Players in the categories and up to the maximum numbers set out in the table below:

	1999	2000	2001	2002	2003
Primary List	40	40	38	38	*
Rookie List	6	6	6	6	*
Total	46	46	44	44	*

* The numbers for 2003 will be determined by the AFL after consultation with the AFLPA.

- 27.2 An AFL Club may nominate up to two Players to be placed on the AFL Club's Veterans List who can either:
- (a) be nominated in the Primary List for the AFL Club; or
 - (b) be in addition to the Primary List but in lieu of up to two Players on the Rookie List.
- 27.3 Set out below is a table showing the alternatives:

ALTERNATIVE A

AFL List of Players including Veterans

	1999	2000	2001	2002
Primary List (including Veterans)	40	40	38	38
Rookie List	6	6	6	6
Total	46	46	44	44

ALTERNATIVE B

AFL List of Players not including Veterans

	1999	2000	2001	2002
Primary List (not including Veterans)	40	40	38	38
Veterans List	1-2	1-2	1-2	1-2
Rookie List	5-4	5-4	5-4	5-4
Total	46	46	44	44

- 27.4 Notwithstanding anything to the contrary, where an AFL Club has one or more Supplementary List Players the total number of AFL Players on its Primary, Veterans, Rookie and/or Supplementary List shall not exceed the total set out in sub-clause 27.1 for the relevant year.

28 Testimonials

- 28.1 An AFL Club may nominate to the AFL, one Player on the AFL Club's List who has had not less than 10 years service with the AFL Club ("the Testimonial Player"), that it proposes to conduct a testimonial program for the Testimonial Player in a particular year.
- 28.2 The AFL Club who proposes to nominate a Testimonial Player must prior to 1 March in the relevant year:
- (a) notify the AFL in writing of the name of the Testimonial Player; and
 - (b) lodge with the AFL the testimonial program the AFL Club proposes to conduct.
- 28.3 Where the AFL has approved the nomination and testimonial program, the net receipts from the testimonial program up to a maximum of \$100,000 shall be outside of and not taken into account in calculating the Total Player Payments of that AFL Club.
- 28.4 The net receipts from the testimonial program may only be paid to the Player on his retirement from playing AFL Football.

29 Player Marketing Contract

- 29.1 A Player or an Associate of a Player, who has been licensed to use the Player's Image, may contract with an AFL Club and/or Sponsor of an AFL Club to derive payments as a direct result of bona fide promotions/marketing by that Player in accordance with the Guidelines for Marketing Contracts set out in Schedule B and the definition of Football Payments in the AFL Player Rules. Such arrangements are separate and distinct from the Standard Playing Contract which regulates the employment of a Player to play Australian Football for an AFL Club. Payments made pursuant to a marketing contract shall be in addition to and separate from payments made to the Player for performance of service as a professional footballer and shall not be taken into account in calculating Total Player Payments except as provided in sub-clause 29.2.

- 29.2 For each AFL Club in 1999, where the total of payments to Players of an AFL Club for marketing contracts exceeds \$300,000, any excess shall, subject to sub-clause 29.3, be taken into account in calculating the Total Player Payments of the AFL Club in that year. The total amounts of the marketing contracts for the year 2000 and each subsequent year will be calculated by the AFL at 2.25% of the average gross annual revenue of all AFL Clubs for the previous year.
- 29.3 Where the Total Player Payments to Players of an AFL Club for marketing contracts exceeds or will exceed \$300,000 in any year, such contracts shall be referred to the AFL General Manager Football Operations. The AFL General Manager Football Operations may determine that any excess over \$300,000 (or part thereof) shall not be taken into account in calculating the Total Player Payments of the AFL Club in that year.
- 29.4 A Player marketing contract must be:
- (a) in writing;
 - (b) bona fide commercially based arrangements; and
 - (c) lodged with the AFL within 28 days of the date of the signing of the contract by the parties.
- 29.5 The Player Payments Manager of the AFL must be satisfied that a marketing contract is bona fide. If the Player Payments Manager is not satisfied that a marketing contract is bona fide, the payments made by the AFL Club or Sponsor of an AFL Club shall be included in the Total Player Payments of the AFL Club.

30 Options Clause

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

31 Player's Contract

- 31.1 All contracts for the playing of Australian Football entered into between a Player, an AFL Club and the AFL shall be in the form of the Standard Playing Contract.
- 31.2 The AFL and the AFLPA agree to establish a working party to review the provisions of the Standard Playing Contract.

31.3 All Standard Playing Contracts for the season 1999 and beyond lodged with the AFL shall be supported by statutory declarations made by each of the following persons:

- (a) the Player;
- (b) an Officer of the AFL Club who had the care and conduct of negotiating with the Player; and
- (c) an Accredited Agent, representative or relative, as the case may be, who has been authorised by the Player to act on his behalf in negotiating with the AFL Club.

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

31.4 The AFLPA and the AFL support and agree to promote the concept of fixed or all in contracts for senior Players to remunerate Players on an agreed payment (inclusive of Match payments).

32 Payments to Players

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

- (a) such Players shall accept all reasonable directions from the AFL in relation to future employment as footballers and apply any amounts payable in respect of future employment (for the unexpired period of the contract in existence at the date of the loss of licence, suspension and loss of right to representation) to the credit of the AFL;
- (b) any Player who receives a payment or payments from or on behalf of the AFL pursuant to this clause shall in respect of such payment or payments enter into an assignment in a form acceptable to the AFL, of the Player's entitlement and right to prove in the liquidation or otherwise to participate in the assets or the proceeds of the winding up of the former licensee and the AFL shall have all rights of the Player to the extent of the payment or payments received by the Player from the AFL;
- (c) without limiting the rights and entitlements of the AFL referred to in sub-clause (d) hereof, the AFL shall have the right, where it has assumed liability for payment of Football Payments due to Players of an AFL Club in accordance with this clause, to terminate any contract between any Player and such AFL Club immediately by notice in writing to the Player and upon the giving of such notice, the contract shall be at an end provided that the AFL shall pay to the Player receiving notice, a termination payment calculated in accordance with the provisions of this Agreement as if the

Player had been delisted by the AFL Club on the date which such AFL Club lost its licence to compete in the AFL Competition and was suspended from or lost its right to representation on the AFL; and

- (d) where the AFL has assumed liability for payment of Football Payments due to Players of an AFL Club in accordance with this clause, the AFL shall have and be entitled to exercise all of the rights and benefits of the relevant AFL Club under all contracts between such AFL Club and its Players provided that the liability of the AFL under such contracts and to such Players shall be strictly limited to the obligations set out in this clause.

33 Use of Player Image — Promotion/Marketing

- 33.1 (a) The Parties agree that a Player may use his own Image or licence the use of his own Image provided that such use:
- (i) does not conflict with an AFL Protected Sponsor;
 - (ii) does not conflict with an AFL Club protected sponsor;
 - (iii) it is not prejudicial to Australian Football;
 - (iv) does not use AFL Intellectual Property or Club Intellectual Property without the consent of the AFL or the relevant AFL Club;
 - (v) does not use other AFL property (including without limitation playing and on field uniforms and other items within the AFL on field policy) without the consent of the AFL.
- (b) Each AFL Club may have up to four AFL Club protected sponsors. An AFL Club protected sponsor is a sponsor nominated by the AFL Club and who has contributed to the AFL Club no less than:
- | | |
|--------------|--|
| \$200,000 pa | where the sponsorship contract was entered into, renewed or extended, after 1 November 1998 but prior to 31 October 1999 |
| \$250,000 pa | where the sponsorship contract was entered into, renewed or extended, after 1 November 1999 but prior to 31 October 2000 |
| \$300,000 pa | where the sponsorship contract was entered into, renewed or extended, after 1 November 2000 but prior to 31 October 2001 |
| \$350,000 pa | where the sponsorship contract was entered into, renewed or extended, after 1 November 2001 but prior to 31 October 2002 |
| \$400,000 pa | where the sponsorship contract was entered into, renewed or extended, after 1 November 2002 but prior to 31 October 2003 |

- 33.2 The amounts referred to in sub-clause 33.1(b) shall not apply to an AFL Club protected sponsor who has an existing sponsorship contract with an AFL Club that was entered into prior to 1 November 1998. The amounts referred to in sub-clause 33.1(b) shall apply to any renewal or extension of that contract entered into after 1 November 1998 or any new sponsorship contracts entered into after that date.
- 33.3 The amounts referred to in sub-clause 33.1(b) shall be taken to include the cash value of the sponsorship contract and/or the value of services or product provided under the sponsorship (calculated at the wholesale value of such services or product).
- 33.4 The AFLPA acknowledges that the AFL Licensing Operational Guidelines in Schedule C sets out in more detail the way in which a Player may use his Image in accordance with this Agreement.
- 33.5 A Player:
- (a) must make himself available for promotional activities:
 - (i) up to 12 occasions per annum for the AFL Club;
 - (ii) up to 5 occasions per annum for the AFL;
 - (b) hereby authorises the AFL and the AFL Club to use the Player's Image, at no cost to the AFL or the AFL Club, for the promotion of Australian Football, the AFL Club or the AFL, as the case may be, including the use of his Image to promote Australian Football where such promotion includes promotion of the AFL Protected Sponsors and AFL Club Protected Sponsors;
 - (c) hereby assigns to the AFL any copyright or other rights he may hold in or in connection with such promotional activities or AFL Licensing Activities.
- 33.6 The promotional activities that a Player shall make himself available for the AFL and/or the AFL Club under sub-clause 33.5(a) shall include those directed at:
- (a) increasing participation in, and development of, Australian Football;
 - (b) increasing Match attendance;
 - (c) increasing AFL and AFL Club membership; and
 - (d) building and improving community relations.
- Such activities may include attendance at AFL functions, the AFLPA Most Valuable Player Award, publication launches, promotions and media appearances.
- 33.7 The promotion by a Player of an AFL Club sponsor, other than where such promotion involves the promotion of Australian Football, shall be regulated by Player marketing contracts made in accordance with clause 29.
- 33.8 The AFLPA undertakes not to enter into any licensing program.

- 33.9 (a) The AFL and AFLPA agree that the AFL may use a Player's Image for AFL Licensing Activities provided that the AFL has obtained the consent of the Player for each such Licensing Activity, which consent shall not be unreasonably withheld.
- (b) A Player is deemed to have given his consent for the use of his Image on the following AFL products:
trading cards, stickers, posters, greeting cards, badges, mugs, videos, computer games and others as agreed from time to time.
- (c) Requests for a Player's consent to use his Image in relation to other products or other AFL Licensing Activities will be made in accordance with sub-clause 33.9.
- (d) Requests for a Player's consent to use his Image shall be made by the AFL to the AFLPA. The AFLPA shall give such requests to:
(i) the Player; or
(ii) the Player's agent/manager,
who shall liaise with the AFL in respect of the proposed AFL Licensing Activity.
- (e) The AFLPA acknowledges that a Player has seven business days from the date the request is sent to the AFLPA in which to grant or refuse consent to the use of his Image. Should a response not be received by this time, consent will be deemed to have been given.
- (f) The AFLPA agrees that a Player cannot unreasonably withhold his consent to participate in an AFL Licensing Activity. A Player may only withhold consent where the proposed AFL Licensing Activity relates to tobacco, drugs, alcohol, race or religious issues, or where the Player has an existing commercial arrangement with a company or business, the details of which have been documented and provided to the AFLPA.
- (g) Records of all Player consents will be retained by the AFL for payment purposes.
- (h) Where the AFL seeks approval for the use of the Images of 6 or more Players to be used together in an AFL Licensing Activity, the AFL will seek approval under the Multiple Player Image Program. It will only be necessary to seek approval for featured Players and not surrounding Players. A featured Player is a Player who is central or significant to the relevant AFL Licensing Activity.

- (i) Net receipts from AFL Licensing Activities will be distributed in accordance with the following table:

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

- (j) The AFL shall report on a quarterly basis to the AFLPA on the AFL Licensing Activities or marketing programs undertaken in that quarter.
- (k) Any payments due by reason of an AFL Licensing Activity or marketing program will be paid quarterly by the AFL to AFLPA.
- (l) A regular meeting comprising representatives from the AFL, the AFLPA and the AFL Clubs will be held to monitor the operation of the AFL Licensing Operational Guidelines and review where necessary the terms of such Guidelines.

For the purpose of this clause, “Multiple Player Image Program” means the circumstances where the AFL seeks to use the Images of 6 or more Players from AFL Clubs in an AFL Licensing Activity where one or more of those Players is central or significant to the relevant Licensing Activity.

34 Player’s Footwear

- 34.1 Player footwear (including boots and running shoes) forms part of a Player’s tools of trade and a Player shall be entitled to wear footwear of his choice, except where the AFL Club the Player is contracted to, has an existing protected sponsorship contract.

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

35 Player Education and Training, Welfare and Retirement

- 35.1 The AFL agrees to contribute in 1999 the sum of \$3 million to the AFLPA in the manner and at the times agreed by the AFLPA. These funds will be expended by the AFLPA for the purposes determined by it after consultation with the AFL.
- 35.2 The agreed purposes shall include but not be limited to Player education and training, welfare and increase in retirement benefits.
- 35.3 In 2000 and each subsequent year, the contribution amount as determined in accordance with sub-clause 24.3 for the respective year shall be paid by the AFL into the Players' Welfare Fund established by the AFLPA. The contribution amount shall be paid by the AFL in advance to the AFLPA provided that in the year 2001, the AFL may, after consultation with the AFLPA, defer payment of part of the contribution amount, which otherwise would have been payable in that year, to the years 2002 and 2003.
- 35.4 A board shall be established to administer payments from the Players' Welfare Fund relating to education, training and Player welfare including determining the relevant criteria on which applications will be assessed, the approval of the payments to be made to a Player and the imposing of any relevant conditions applicable to a payment.
- 35.5 The composition of the board shall be determined by the AFLPA, but must include a representative of the AFL (as nominated by the AFL and approved by the AFLPA).
- 35.6 The AFLPA shall, in conjunction with relevant State training and educational authorities, identify appropriate traineeships, educational opportunities and courses, and where appropriate liaise with such authorities to establish traineeships and courses focussed on the needs of Players.

36 Consultation

- 36.1 The AFL has agreed to invite a representative/s of the AFLPA to attend meetings of the AFL Commission from time to time.
- 36.2 The AFLPA has also agreed to invite representatives of the AFL to attend meetings of the Executive of the AFLPA from time to time.
- 36.3 The AFL and AFLPA agree:
- (a) to conduct a workshop each year in November; and
 - (b) to conduct a summit involving representatives of each AFL Club every two (2) years.

- 36.4 It is agreed that a representative of the AFLPA shall be nominated to sit on the AFL Committee dealing with the laws of Australian Football, who shall participate from time to time on a consultative basis on the matters coming before such Committee.
- 36.5 The AFL agrees to consult with the AFLPA on any rules the AFL proposes to introduce that are directly Player related.
- 36.6 The AFL Player Rules regulating the operation of the Total Player Payments shall be reviewed by a working party of representatives of the AFL and the AFLPA to:
- (a) ensure the rules operate fairly;
 - (b) simplify the rules; and
 - (c) remove any anomalies.
- Any change will be subject to AFL Commission approval.

37 Accredited Agents

- 37.1 The AFL and AFLPA have recognised the right of Players to appoint an agent for negotiating individual Player contracts with an AFL Club and the role of such agents.
- 37.2 In recognition of these matters and the need to maintain a proper balance between the interests of individual Players and the AFL Competition, it is agreed that all agents acting for or on behalf of Players must be accredited with the AFL Player Agents' Association.
- 37.3 On or before 1 February 2000, all such agents must have received accreditation from the AFL Player Agents' Association and must maintain such accreditation at all times thereafter.
- 37.4 It is the intention of the AFL and AFLPA that in negotiations of any new contracts to be entered into on or after 1 February 2000, AFL Clubs shall only negotiate with the Player, an Accredited Agent or a relative of the Player.

38 Code of Conduct

- 38.1 The AFL and the AFLPA agree to develop in 1999, in consultation with the AFL Clubs, a Code of Conduct to apply to the conduct of Players during authorised AFL and AFL Club activities.
- 38.2 It is agreed that the Code of Conduct will incorporate the imposition of appropriate sanctions including sanctions for breaches of the Code of Conduct.

- 38.3 In developing the Code of Conduct the AFL and the AFLPA agree to address a range of issues including:
- (a) confidentiality of Player medical records;
 - (b) anti-doping code;
 - (c) unsatisfactory behaviour/performance on and off the field; and
 - (d) practices/procedures relating to AFL Club Medical Officers and AFL Medical Officers.

39 AFLPA

39.1 *Notice Board*

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

39.2 *Collection of AFLPA Membership Dues*

Upon being provided an authority by a Player under sub-clause 39.3, an AFL Club shall deduct annual AFLPA membership dues from the payments due to a Player and shall forward payment in full to the AFLPA on or before 30 June of each year.

The money deducted by an AFL Club as membership dues, pursuant to this sub-clause, shall be held on trust by the AFL Club for the AFLPA. If the AFL Club does not forward payment in full to the AFLPA by 30 June in each year, the AFL Club must thereafter pay to the AFLPA an additional amount by way of interest calculated at bank overdraft rates of interest plus 2%, calculated daily for each day payment is delayed after 30 June of each year.

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

39.4 *Right of Entry*

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

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

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

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

40 Safe Working Environment

- 40.1 In recognition of the obligations under Occupational Health and Safety legislation in the respective States, the AFL and the AFLPA agree to work co-operatively to identify potential hazards to Players, agree upon and implement appropriate measures to ensure so far as is practicable a safe working environment for Players.
- 40.2 The parties agree as part of this process to consult with and obtain the views of the AFL Medical Officers Association.

41 Match Tickets

- 41.1 The AFL in conjunction with the AFLPA shall make arrangements to enable each Player on the Primary List of an AFL Club to:
- (a) receive from the AFL (either directly or through the AFLPA) up to 4 tickets (entitling entrance to the ground) at no cost to the Player; and
 - (b) purchase from the AFL Club up to 2 tickets at face value; for all Coca-Cola AFL Premiership Season Matches and Coca-Cola AFL Final Series Matches (except the Grand Final).
- 41.2 An AFL Player on the Primary List, Long Term Injury List or the Veterans List of an AFL Club, shall be entitled to purchase from the AFL up to 2 Grand Final tickets at face value. Such tickets shall be deducted from the allocation of the relevant AFL Club.
- 41.3 A Rookie shall receive up to 2 tickets (entitling entrance to the ground for Coca-Cola AFL Premiership Season Matches) at no cost to the Rookie. Such tickets shall be deducted from the allocation to the relevant AFL Club.
- 41.4 The AFL shall, in consultation with the AFLPA, determine appropriate arrangements to apply to the distribution and purchase of these Match tickets.

42 Grand Final

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

43 Non-Compliance

- 43.1 Where an AFL Club has breached a material provision of this Agreement and fails to remedy the breach within seven (7) days of receipt of written

notice being given by the AFL or the AFLPA to the AFL Club, such AFL Club shall be liable to sanctions for each week the breach continues.

- 43.2 The amount of the sanction shall be determined by the AFL and the AFLPA but shall not exceed 50 units (as defined in the AFL Player Rules) in respect of any one breach.

44 Grievance Procedure

44.1 Definitions

Under this part, a “grievance” means any issue or dispute between a Player and an AFL Club or the AFLPA and the AFL and/or an AFL Club arising out of or in respect of the employment of a Player or the application, operation or interpretation of the provisions of this Agreement (including the provisions of the AFL Licensing Operational Guidelines).

44.2 Resolution of Grievances

Grievances will be resolved exclusively in accordance with the procedures set out in this clause.

44.3 Procedure — Player / AFL Club Grievance

- (a) Where an AFL Player has a grievance, the Player shall first raise the grievance with the Football Manager of the AFL Club.
- (b) If the matter is not resolved within 14 days of the Player submitting it to the Football Manager of the AFL Club, the grievance shall be referred to the AFLPA and the General Manager of the AFL Club concerned for further discussion.
- (c) If the matter is unable to be resolved at AFL Club level, the matter shall be expeditiously referred to the AFL General Manager Football Operations and the Chief Executive Officer of the AFLPA for further discussion.
- (d) If the matter remains unresolved, the grievance may be referred by either party to the Grievance Tribunal for resolution. The AFL General Manager Football Operations shall convene a meeting of the Grievance Tribunal as expeditiously as possible but no later than 7 days after the matter has been referred by either party for resolution.

44.4 Procedure — AFLPA / AFL Club Grievance

- (a) Where a grievance arises between the AFLPA and an AFL Club, the grievance shall be referred to the AFL General Manager Football Operations who shall confer with the AFLPA and the AFL Club, with a view to the grievance being resolved.
- (b) If the matter remains unresolved, either party may refer the grievance to the Grievance Tribunal.

44.5 *Procedure — AFLPA / AFL Grievance*

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

44.6 *Role of Grievance Tribunal*

- (a) In determining a grievance, the Grievance Tribunal:
 - (i) may seek to have further discussions with the parties with a view to resolving the grievances by conciliation;
 - (ii) must hear from both parties;
 - (iii) must deal with the grievance expeditiously;but will otherwise be entitled to conduct the proceedings required to determine the grievance in such manner and at such times as it sees fit.
- (b) The decision of the Grievance Tribunal will be final and binding on the parties.

45 **Governing Law**

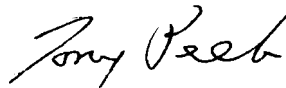
Any dispute arising out of the operation or interpretation of this Agreement, or any claims for a breach howsoever arising, shall be decided in accordance with laws of the State of Victoria.

EXECUTED AS AN AGREEMENT

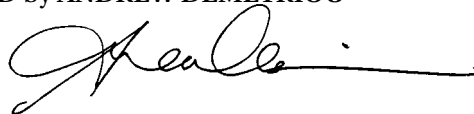
SIGNED for and on behalf of the **AUSTRALIAN FOOTBALL LEAGUE** by
WAYNE ROBERT JACKSON



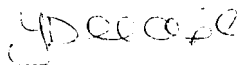
in the presence of Tony Peek



SIGNED for and on behalf of the **AUSTRALIAN FOOTBALL LEAGUE PLAYERS' ASSOCIATION INCORPORATED** by **ANDREW DEMETRIOU**



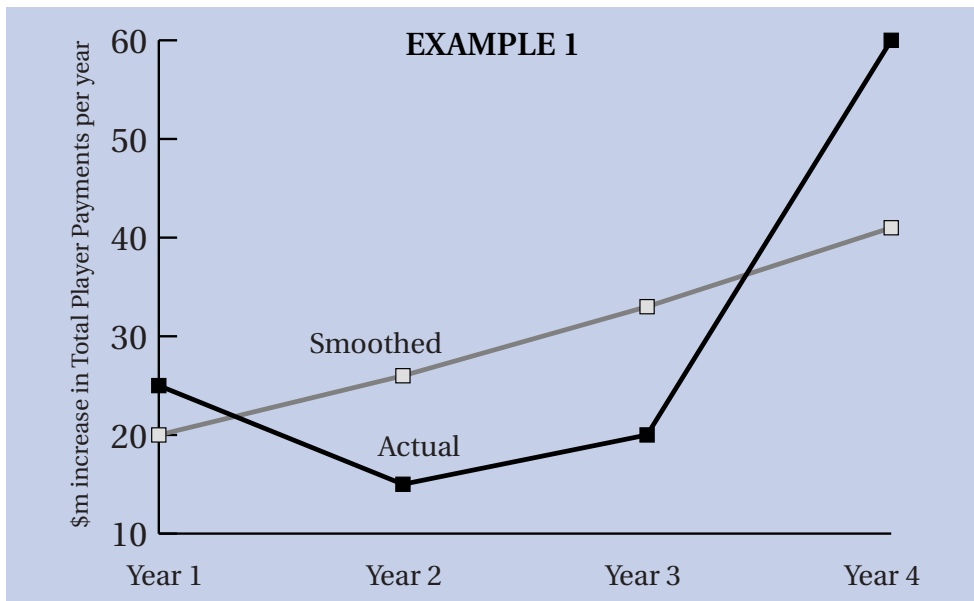
in the presence of Yolanda Dell'Aquila



SCHEDULE A

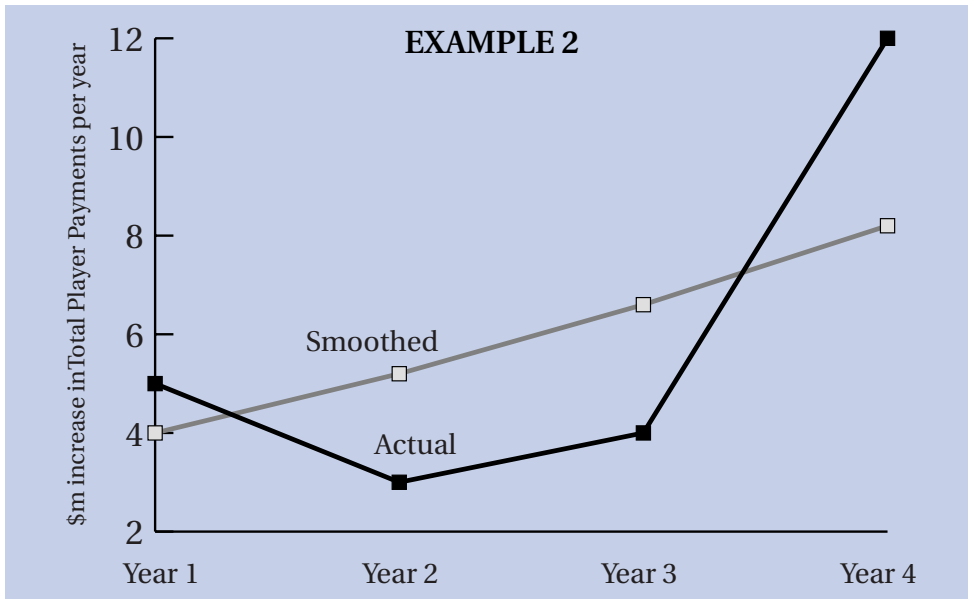
SMOOTHING FORMULA

Examples of the smoothing formula referred to in clause 24:



Increases in Total Player Payments	Actual	Smoothed
Year 1	\$25 million	\$20 million
Year 2	\$15 million	\$26 million
Year 3	\$20 million	\$33 million
Year 4	\$60 million	\$41 million
TOTAL	\$120 million	\$120 million

These figures are for example purposes only and are not intended to relate to past, current or anticipated Total Player Payments.



Increases in Total Player Payments	Actual	Smoothed
Year 1	\$5 million	\$4 million
Year 2	\$3 million	\$5.2 million
Year 3	\$4 million	\$6.6 million
Year 4	\$12 million	\$8.2 million
TOTAL	\$24 million	\$24 million

These figures are for example purposes only and are not intended to relate to past, current or anticipated Total Player Payments.

SCHEDULE B

GUIDELINES FOR MARKETING CONTRACTS

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

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

Type 1

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

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

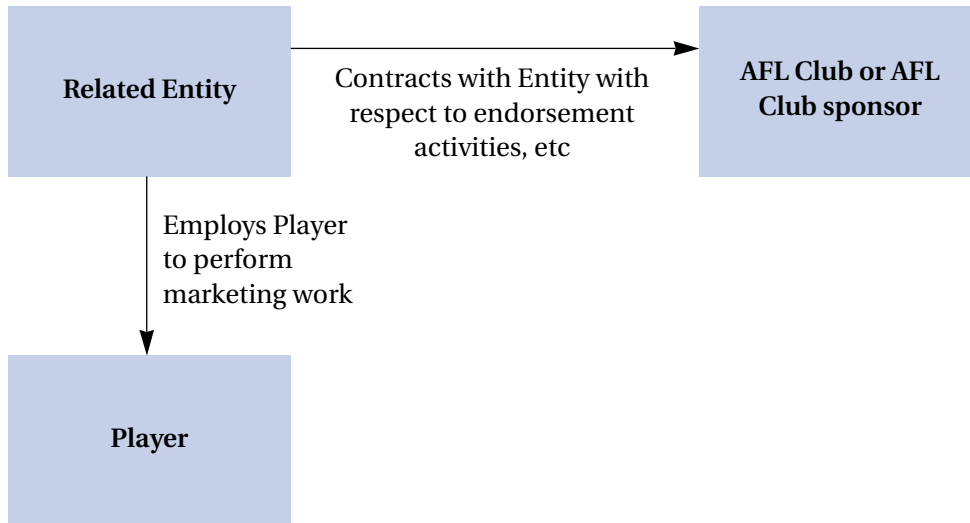
Type 2

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

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

Type 3

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



3. In the event that an arrangement as described in type 3 above is entered into, such contracts shall contain a provision in the following or substantially similar terms:

“Rights to Player’s Intellectual Property

The AFL Club acknowledges that a significant part of its income is received by way of payments from the AFL Club’s sponsors in consideration for which the sponsors obtain a right to use the Player’s intellectual property including his name, image and reputation, for marketing purposes. Part of this sponsorship income of the AFL Club may, with the consent of the AFL, be payable to a person or entity holding a licence for the use of the Player’s intellectual property rights.”

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