AFL/AFLPA

**CBA TERM SHEET** 

**OCTOBER 14, 2002** 

Other than as set forth in this term sheet, all terms of the <u>Guidry</u> Stipulation and Settlement Agreement, dated as of January 25, 2001, shall continue to remain in full force and effect.

# I Term of Agreement

- A. The CBA will have a term of eight League Years (2003-2010). Either the AFL or the AFLPA will have the right to terminate the CBA after League Year 2007 by giving written notice by June 30, 2006.
- B. Each "League Year" will run from July 1 through June 30 of the next calendar year, except for 2003 (which will run from September 1, 2002 through June 30, 2003). For example, League Year 2004 will run from July 1, 2003 through June 30, 2004. The signing period for all free agents will begin on September 15 of each League Year, except the signing period for 2003, which will begin on October 24, 2002. The term of all player contracts will be adjusted to correspond to the new League Year dates, and no player shall as a result of the change in schedule lose any compensation owed or to be owed to him under any player contract.
- C. The Salary Cap shall not apply to teams each League Year until the first Tuesday before the first AFL regular season game, and ending on the last date of the AFL regular season.

# II Basic Terms

# A. Salary Cap

- 1. Freeze the amount of the cash salary cap for 2003 (\$1,643,000), 2.5% increase for 2004 (\$1,684,075), 3.5% increase for 2005 (\$1,743,018), 4.5% increase for 2006 (\$1,821,453), 5.5% increase for 2007 (\$1,921,633), 6% increase for 2008 (\$2,036,931), and 7% increase for each of 2009 (\$2,179,517) and 2010 (\$2,332,083).
- 2. No 63% system for 2003-2007. For those years, to the extent that total DGR exceeds \$4 million average per Team, then 50% of Projected DGR (to be reconciled with actual DGR) in excess of \$4 million per Team shall be added to the cash Salary Cap. Return to 63% DGR system in 2008-2010 League Years.
- 3. Barter revenue remains in DGR beginning in 2006; League office DGR deduction will be increased to \$5.5 million in 2003, \$6,625,500 in 2004, and increasing thereafter by the percentage increases specified in II.A. above.

4. The cost of the Jointly Retained Accountants, which will be retained by the AFL and the AFLPA to review Projected DGR, Projected Benefits, etc. will be a cost that is shared equally by the parties and will not be counted against the Salary Cap. In addition, any jointly related costs attributable to arbitrations, grievances or other related activities are to be shared equally by the AFLPA, and the AFL or the Team that is a party to the grievance, and will not be counted against the Salary Cap.

# B. Free Agency

- 1. For 2004 and thereafter, each player will become an unrestricted free agent at the expiration of his contract, regardless of his years of service. (The free agency rules and procedures set forth in the Guidry Settlement Agreement will remain in effect for 2003.)
- 2. For 2004 and thereafter, there will be no limit on placing players under contract on the Refuse To Report (RTR) List, but the list will apply only to players under contract.
- 3. The AFL will maintain Exemption Categories for NFL, NFLE and the CFL. The AFL and the team must permit the player to go to the NFL, NFLE or the CFL if requested to do so by the player. A team will retain the rights to such player under the same terms and conditions as the player's contract prior to the player going to the NFL, NFLE or the CFL. No team or player may waive these rights, except that in the future a player and a Team may agree in a player contract whether, and/or on what terms, the player may leave the Team for NFLE or the CFL, and as to whether the Team retains such rights to the player after he leaves NFLE or the CFL and returns to the AFL.

# D. Franchise Players

Maintain the number of Franchise Players at up to three per team; increase amount counted against cap to 50%.

# E. Minimum Team Salary

Each AFL team must spend at least 82% of the Salary Cap in League Years 2003-2004, and 85% of the Salary Cap in League Years 2005-2010.

# F. Injured Reserve

The treatment of injured reserve payments for purposes of the Salary Cap shall be as set forth in Exhibit A hereto.

#### **G.** Bonuses and Financial Incentives

The AFL and the AFLPA will negotiate in good faith on potential changes in this area; if no such agreement is reached, the Guidry Settlement Agreement terms remain in effect.

#### H. Salaries

- 1. Maintain single minimum salary, with no distinctions between rookies and veterans; increase the \$1,484 minimum salary each year beginning in 2004 by the percentage increase in the Salary Cap specified in II.A. above.
- 2. There will be no guarantee that a team will participate in a Pre-season Game. If a Pre-season game is not played, then a player is not required to receive Pre-season Game Compensation. However, if no Pre-season Game is played, then players will receive base amounts of Pre-Season Training Camp Compensation of \$250 per week (if they are Veterans) or \$150 per week (if they are Rookies) in 2003 and 2004, and increases thereafter by the percentage increases in the Cash Salary Cap as specified in II.A. above; when the 24 man roster is determined, players who make the 24-man roster will retroactively receive an additional \$150 per week in Pre-Season Training Camp Compensation in 2003 and 2004, and increases thereafter by the percentage increases in the Cash Salary Cap as specified in II.A. above. In addition, a player and a Team may, in a Player Contract or otherwise in writing, agree that a portion of the player's Regular Season Salary may be advanced to the player and paid to him during the preseason. Player compensation and meals during the pre-season shall count against the Salary Cap, but not housing or any other expenses associated with training camp.

#### 3. Post-season Compensation

- (a) No change in post-season compensation rules in 2003-04.

  Beginning in 2005, Post-season Compensation will be computed and paid to players (on both the 24-man roster and on the Injured Reserve List) by the AFL or the player's team as follows:
  - (1) ROUND 1 \$2,400 per player (winning team) / \$1,875 per player (losing team);
  - (2) ROUND 2 \$2,600 per player (winning team) / \$2,100 per player (losing team);
  - (3) ROUND 3 \$3,150 per player (winning team) / \$2,600 per player (losing team);
  - (4) ARENA BOWL \$4,200 per player (winning team) / \$2,850 per player (losing team);

- (5) Each of the above numbers increase in 2006 and thereafter by the percentage increase in the Salary Cap that year specified in II.A. above.
- (6) Beginning in 2005, during a post-season bye week, teams must either (a) pay all of their players (on both the 24-man roster and the Injured Reserve List) seventy-five percent (75%) of a players' ROUND 1 Post-season Compensation (losing team) or (b) allow the players a one (1) week vacation and pay all of the players fifty percent (50%) of a players' ROUND 1 Post-season Compensation (losing team).
- **(7)** Player contracts may not contain any additional postseason compensation for 2005 and thereafter, except that a player contract may contain incentive compensation to be paid by the team for the team participating in, or winning, in one or more rounds of the playoffs. All such additional post-season incentive compensation specified in a team's player contracts for the first round of the playoffs for a given season shall count against the Salary Cap at the beginning of that season. All such additional post-season incentive compensation specified for any round beyond the first round shall not count against the Salary Cap for that season. At the beginning of the following season, the difference between the aggregate amount of additional post-season incentive compensation actually paid to players for all rounds of the playoffs the previous season, and the aggregate amount of such compensation that was counted against the team's Salary Cap for that previous season, shall be added to or deducted from that team's Salary Cap, as the case may be.
- (8) Except as provided in the immediately preceding subsection, post-season compensation is not counted against the Salary Cap for 2005 and thereafter (as is the case in 2003-04 under the Guidry Settlement Agreement rules).

# I. Licensing Rights

1. With respect to the first tier of licensing payments specified in Art. XVIII, § 1(a)(1) of the Guidry Settlement Agreement, the AFL will make a guaranteed annual payment as follows:

August 31, 2003 - \$200,000 August 31, 2004 - \$200,000 August 31, 2005 - \$200,000 August 31, 2006 - \$200,000 August 31, 2007 - \$200,000

If in any year the distribution from national licensing is greater than the minimum payment for that year, the AFL guaranteed annual payments over the remaining years will be reduced on a pro rata basis by the amount of the excess paid.

- 2. The guaranteed annual payment, or any other amounts received under Art. XVIII, § 1 of the Guidry Settlement Agreement, will be paid to the AFLPA for the benefit of players as determined by the AFLPA (i.e., either a direct distribution by the AFLPA to players, or for funding of additional player benefits as specified by the AFLPA and agreed to by the AFL, such agreement not to be unreasonably withheld).
- 3. The AFLPA can specify in advance of a League Year in which a guaranteed licensing payment is to be made that the payment shall be paid during that League Year in additional player benefits, as designated by the AFLPA and agreed to by the AFL, as provided above.
- 4. All licensing payments under Art. XVIII, § 1 of the Guidry Settlement Agreement are not counted against the Salary Cap, even if the AFLPA designates that the payment be used for additional benefits as provided above.

# J. Equity Participation

The AFLPA will receive on behalf of the players proceeds on sales of both expansion teams and private team sale transactions in accordance with the same definitions and formula as the AFL-NBC Broadcast Agreement (pertinent language attached hereto), except that the player's percentage for expansion team sales is 3.5% and for existing team sales is 2.5%. Such monies will be paid to the AFLPA for the benefit of players as determined by the AFLPA (i.e., either a direct distribution by the AFLPA to players, or for funding of additional player benefits as specified by the AFLPA and agreed to by the AFL, such agreement not to be unreasonably withheld).

# K. Player Safety

Joint committee to develop safety standards for equipment, practice facilities, and arena facilities, with an equal number of members from the AFL and the AFLPA. One year for joint committee to develop mandatory standards which shall be binding on all AFL teams. If the joint committee cannot reach agreement on such standards within one year, then the Commissioner of the AFL will, within 30 days, set such standards. The AFLPA will then have the option to appeal the Commissioner's decision to interest arbitration, in which the arbitrator will consider the issues de novo. The arbitrator will set reasonable standards, taking

into account the cost of any measures as well as their impact on safety. Practices may not be conducted on tarps rolled over parking lots.

# L. Facilities/Housing

- 1. Standards on condition of team facilities and housing to be agreed upon within one year. If the parties cannot reach agreement on such standards within one year, then the Commissioner of the AFL will, within 30 days, set such standards. The AFLPA will then have the option to appeal the Commissioner's decision to interest arbitration, in which the arbitrator will consider the issues de novo. The arbitrator will set reasonable standards, taking into account the cost of any measures as well as their impact on conditions. Players can agree in player contracts to waive housing standards, for reasonable compensation specified in the contract.
- 2. Players who do not use team-supplied housing because they already have their own year-round home-city housing (i.e., not just for the football season), who are employed under a player contract signed after the date this Agreement takes effect, will receive a stipend equivalent to the per player cost to the team, or barter equivalent, of the team-supplied housing. Players can agree in a player contract to waive this stipend, for specific consideration itemized in the contract.

# M. Practice Squad

Each team may carry a Practice Squad of up to four (4) Practice Squad Players. All Practice Squad players shall receive Practice Squad Compensation of \$400 per week in 2003 and 2004, and increases thereafter by the percentage increases in the Cash Salary Cap as specified in II.A. above. Practice Squad Compensation for the up to four (4) Practice Squad Players will count against the Salary Cap, including practice player housing, if provided.

#### N. International Players

A team may have up to two (2) International Players on the Practice Squad (in addition to the maximum of four (4) Practice Squad Players). The International Players on the Practice Squad shall receive International Player Practice Squad Compensation of \$250 per week in League Year 2003. For any League Year thereafter, International Player Practice Squad Compensation shall increase corresponding to the increase in the Cash Salary Cap as specified in II.A. above. International Player Practice Squad Compensation for the up to two (2) International Practice Squad Players and housing, if housing is provided, will not count against the Salary Cap.

If an International Practice Squad Player is moved to the team's 24-man roster, International Player must sign an AFL standard player contract and, on a go-

forward basis, Player Compensation and all benefits will count against the Salary Cap.

# O. Discipline

No changes, except fine schedule to be negotiated.

## P. Medical Care

- 1. Medical care subject to a standard of care that a reasonable professional sports team would offer. Failure by a team to offer adequate medical care can be subject to expedited grievance procedures before an independent physician issuing a decision within two weeks, with absolute right to order relief. The cost of the grievance procedures to be shared by the AFL team and the AFLPA. No waivers on malpractice.
- 2. The AFL and the AFLPA will negotiate in good faith to address the newly enacted Medical Privacy Laws as they relate to sports leagues.

## Q. Health Care Costs

AFL teams to maintain "80/20" health insurance policy for 2003 and thereafter, without limiting the potential application of II.I.2.-3 or II.J. above. Notwithstanding the change in the starting date for the 2003 regular season, the end date for post-termination health insurance will be April 15, 2003. In 2004 and thereafter, the end date will be February 15, 2004 or such other date agreed upon by the AFL and the AFLPA, to reflect the change in the schedule.

# R. Roster Size

The AFL Roster Size will be as follows:

37-man roster maximum Pre-training Camp

30-man roster maximum at the start of Training Camp

24-man roster maximum at cut-down day, the Monday before the first regular season game

#### S. Number of Regular Season Games / Player Salary Adjustment

For any multi-year contract signed before League Year 2003 that extends into the 2003 and/or 2004 seasons, the base compensation will be increased to reflect the increased number of regular season games that League Year (i.e., multiplied by 16/14 in 2003).

# T. 401k Benefits

Teams must match 401(k) contribution made by players with 1-3 accrued seasons, but only up to \$1,750 limit.

# **U.** Short-term Disability Benefits

Eliminate self-insured short-term disability plan.

# V. Workers' Compensation

- 1. The AFL and its teams agree that, where a player is restricted by injury from performing his duties and functions in his non-football off-season employment, the CBA, the <u>Guidry</u> Settlement Agreement, and the standard player contract may not be used as a basis to preclude or reduce his workers' compensation claims (or claims for equivalent benefits in Florida or elsewhere), where such claims are based upon the player's inability or reduced ability to perform his off-season non-football employment. This means that AFL teams cannot claim that a player is precluded from workers compensation benefits for lost non-football employment in the off-season based upon any assertion that AFL employment is for a 12-month period. This provision shall have no affect on any other rights or defenses players or teams may have under state workers' compensation law or otherwise.
- 2. The treatment of injured workers compensation and medical expenses for purposes of the Salary Cap shall be as set forth in Exhibit B hereto.
- 3. Claims for equivalent benefits against Florida teams for injuries occurring in or after the 2003 League Year (and any such claims for injuries occurring in the 2000, 2001 or 2002 League Years for players listed on Exhibit C hereto) will be processed through a neutral arbitration procedure, with one or more arbitrators versed in Florida workers compensation law, with procedures similar to those used in the NFL for the Miami Dolphins, with good faith efforts by the parties to minimize the costs of those procedures. The parties shall agree upon such procedures (including the naming of the arbitrators) no later than November 1, 2002. Any such claims for equivalent benefits against Florida teams for injuries occurring prior to the 2003 League Year for players not listed on Exhibit C hereto shall continue to be processed through the arbitration procedures set forth in the Guidry Settlement Agreement.

# W. Off-Season Employment

Rules in the Guidry Settlement Agreement continue to apply, except that:

- 1. AFL team must give prior written notice to the AFL and the AFLPA as to the terms and conditions of player off-season employment as well as a detailed job description and the amount paid to other persons, if any, in equivalent jobs.
- 2. AFL team must document and verify the number of hours worked through the use of timesheets, time cards or other standard industry procedures.

The AFL and the AFLPA retain the right to mutually require other necessary documentation to verify all aspects of off-season employment with an AFL team or team-related entity.

## X. Drug Policy

Terms to be agreed upon.

# Y. Deferred Player Compensation

Any compensation guaranteed to a player after his contract expires will count against the Salary Cap in any League Year of the player's contract as specified in the contract. If no specification is made then the payment will count against the Salary Cap in the last League Year of the player's contract, valued at the present value of the Deferred Compensation using treasury bill rate as the discounted interest rate. In all cases deferred compensation must count against the Salary Cap no later than the League Year in which the contract terminates.

# Z. Guaranteed Player Compensation For Teams Ceasing to Operate

AFL will guarantee that all players on a team that folds will be paid salary for the balance of season through a league-wide credit facility.

# AA. Youth Football

The AFL and AFLPA will negotiate joint participation in a Youth Football Program.

# **BB.** Newsletter

The AFL and AFLPA will negotiate joint participation in the publishing of a newsletter.

# **CC.** Union Security

Dues check-off for the AFLPA, as set forth in Exhibit D hereto.

# **DD.** AFLPA Meetings

AFLPA will have the right to conduct meetings on team property, provided that the player representative or AFLPA office has given the team reasonable notice of its desire to hold such a meeting by the close of business on Friday of the week before the week in which the meeting is to take place, or by the close of business Thursday if the meeting is scheduled for the following Monday. No meeting will be held at a time that would disrupt a coach's team schedule.

# EE. No Discrimination

There will be no discrimination in any form against any player by the AFL, the AFL Management Council, any team, or by the AFLPA because of race, religion, national origin, or activity or lack of activity on behalf of the AFLPA.

## FF. Agent Regulation

If the AFLPA establishes an agent regulation system, it will notify the AFL when such system is in place. From that point forward, no team may sign a player contract negotiated by an agent who has not been certified by the AFLPA, and the AFL recognizes the right of the AFLPA to regulate player agents. An AFL player is not required to have a player agent if he chooses to represent himself.

# GG. No Strike/No Lockout

During the term of this Agreement, neither the AFLPA nor any of its members will engage in a strike, and the AFL and its teams will not engage in any lockout.

# **HH.** Implementation

This Agreement shall be subject to ratification by the players pursuant to the Constitution of the AFLPA, and by the member teams of the AFL pursuant to the procedures of the AFL. This Agreement shall be subject to court approval of the amendments to the corresponding provisions of the Guidry Settlement Agreement, and this Agreement shall take effect upon preliminary approval by the court of those amendments. In the event preliminary and final approval of such amendments are not granted, or are later overturned, or ratification is rejected, this Agreement shall immediately terminate and the parties shall thereafter negotiate in good faith. The parties shall enter into a more detailed agreement embodying the terms set forth herein, which shall control with respect to any interpretation of the parties' agreement.

#### **EXHIBIT A**

# INJURED RESERVE SALARY CAP TREATMENT

- In regards to a team's Salary Cap in any given year, a team will report at the beginning of the season, at a date to be determined, an Injured Reserve Salary Cap Reserve Amount equal to the average of the team's last three (3) seasons of Actual Injured Reserve Compensation as reported at the end of the season. If a team has not incurred three (3) full season of playing in the AFL, those teams would use the League's Actual Injured Reserve Compensation Average in those given years.
- The Injured Reserve Salary Cap Reserve amount, computed at the beginning of the season, will stay with that team for the entire League Year.
- At the end of the League Year, Actual Injured Reserve Compensation will be determined and used to compute the Injured Reserve Salary Cap Reserve Amount (using the three-year rolling average) for the next League Year.
- The three year rolling average calculation amount will be conformed to the current year's Salary Cap rules

#### **EXAMPLE**

Arizona paid the following Actual Injured Reserve Compensation:

League Year 2000 - \$60,000 League Year 2001 - \$100,000 League Year 2002 - \$110,000

At the beginning of League Year 2003, Arizona's Injured Reserve Salary Cap Reserve Amount will be \$90,000 (three-year rolling average – 2000, 2001, 2002). That Injured Reserve Salary Cap amount would stay with the team for the entire 2003 League Year.

At the end of the League Year, Arizona paid Actual Injured Reserve Compensation of \$125,000. At the beginning of League Year 2004, Arizona's Injured Reserve Salary Cap Reserve Amount would be \$111,666 (three-year rolling average – 2001, 2002, 2003).

#### **EXHIBIT B**

# PROJECTED WORKERS' COMPENSATION AND MEDICAL EXPENSE SALARY CAP TREATMENT

Projected Workers' Compensation Expense and Medical Costs are defined as the amount by which each team forecasts in good faith, before the beginning of the season, what it expects to incur in Workers' Compensation Expense and Medical Costs during the League Year (exclusive of workers' compensation indemnity payments). Projected Workers' Compensation Expense and Medical Costs will be forecasted by a date to be determined by the parties.

Projected Workers' Compensation Expense and Medical Costs include costs incurred for doctors, hospitals and other health care providers, the costs of drugs and other medical supplies, but does not include the salaries of trainers or other team personnel, or the cost of team medical or training equipment.

Before the beginning of the season, as each team reports its Projected Workers' Compensation Expense and Medical Costs, the AFL will calculate a Projected League <u>Average</u> Workers' Compensation and Medical Costs based upon the projected reports submitted by the teams. For Salary Cap purposes, all team will use the Projected League <u>Average</u> Workers' Compensation and Medical Costs.

At the conclusion of the League Year, at a date to be determined, but in all cases after the end of the League Year, teams will be required to submit their Actual Workers' Compensation and Medical Costs from the previous season. Based upon the actual reports submitted by the teams, the AFL will compute an Actual League <u>Average</u> Workers' Compensation and Medical Costs. Any difference between the Projected League <u>Average</u> Workers' Compensation and Medical Costs and Actual League <u>Average</u> Workers' Compensation and Medical Costs will be "trued up" in the next League Year in the calculation of the Projected League Average Workers' Compensation and Medical Costs.

Any workers' compensation payments made to players representing weekly/monthly indemnity payments (from the last game of the season up to the next season's first regular season game) will count against the Salary Cap on a team-by-team basis.

# **EXHIBIT C**

# **FLORIDA WORKERS COMPENSATION LIST**

# Orlando Predators

Ernest Allen

A.J. Blum

B.J. Cohen

John McCall

Rich McKenzie

Chris Johnson

Matthew Storm

Tommy Dorsey

Junior Lord

Brian Goolsby

# Tampa Bay Storm

James Bowden

Jason Dulick

Dwight Henry

Rob Goff

Mike Black

Rod Williams

Nyle Wiren

Melvin Cunningham

Tory Epps

Freddi Solomon

Kory Sawyer

Calvin Schexnayder

# Florida Bobcats

Clemente Gordon

Johnnie Dixon

Otis Mounds

Deryl Lane

Lerodrick Terry

Madison Johnson

**Curtis James** 

#### **EXHIBIT D**

#### **DUES CHECKOFF**

Section 1. Every AFL player has the option of joining or not joining the AFLPA; provided, however, that as a condition of employment commencing with the execution of this Agreement and for the duration of this Agreement and wherever and whenever legal: (a) any active player who is or later becomes a member in good standing of the AFLPA must maintain his membership in good standing in the AFLPA; and (b) any active player (including a player in the future) who is not a member in good standing of the AFLPA must, on the 30th day following the beginning of his employment or the execution of this Agreement, whichever is later, pay, pursuant to Section 2 below or otherwise to the AFLPA, an annual service fee in the same amount as any initiation fee and annual dues required of members of the AFLPA.

Section 2. Commencing with the execution of this Agreement, each Team will check-off the initiation fee and annual dues or service charge, as the case may be, in equal weekly or biweekly installments from each regular season pay check, beginning with the first pay check for the first regular season game, for each player for whom a current check-off authorization (copy attached hereto as Exhibit D.1 and made a part of this Agreement) has been provided to the Team. The Team will forward the check-off monies to the AFLPA within seven days of the check-off.

Section 3. (a) Upon written notification to the AFL Management Council by the AFLPA that a player has not paid any initiation fee, dues or the equivalent service fee in violation of Section 1 above, the Management Council will within seven days consider the matter. If there is no resolution of the matter within seven days, then the Team will, upon notification of the AFLPA, suspend the player without pay. Such suspension will continue until the AFLPA has notified the Team in writing that the suspended player has satisfied his

obligation as contained in Section 1 above. The parties hereby agree that suspension without pay is adopted as a substitute for and in lieu of discharge as the penalty for a violation of the union security clause of the Agreement and that no player will be discharged for a violation of that clause. The player's contract will be tolled during the period of any such suspension. A copy of all notices required by this "Procedure for the Enforcement of the Union Security Agreement Between the AFL Management Council and the AFLPA" will be simultaneously mailed to the player involved and the Management Council.

- (b) It is further agreed that the term "member in good standing" as used in this Exhibit applies only to payment of dues or initiation fee and not any other factors involved in union discipline.
- (c) It is further agreed that, notwithstanding any other provision of this Agreement, if at any time in the term of the Agreement, any court or agency shall wholly or partially invalidate the provisions of this Exhibit relating to Union Security, then the AFLPA may reopen this Agreement upon the giving of 10 days' written notice, with reference solely to the issue of Union Security, and both parties will have an obligation to resume negotiations limited to the issue of Union Security, and both parties will be free to engage in whatever concerted or other action may be permitted by law in support of their positions.
- (d) It is agreed that neither the AFL nor any Team shall be liable for any salary, bonus, or other monetary claims of any player suspended pursuant to the terms of Section 3(a) above. Collection of initiation fees, annual dues, service charges or other check-off amounts missed because of inadvertent errors shall be the responsibility of the AFLPA. The AFLPA shall be solely responsible for refunds to players in the case of any sums deducted not in conformity with the provisions of the AFLPA Constitution and Bylaws or applicable law.

#### **EXHIBIT D.1**

## CHECK-OFF AUTHORIZATION FOR ARENA FOOTBALL LEAGUE PLAYERS ASSOCIATION DEDUCTIONS

I hereby authorize and direct my present team, or any other Arena Football League team by which I may be employed as a player in the future to deduct from my salary and to pay the Arena Football League Players Association any initiation fees, annual membership dues, or the required service fee, in the amounts from time to time certified by the Arena Football League Players Association to the team as properly authorized for each year of the operation of this authorization.

I direct that the initiation fee and the annual dues be deducted beginning with the first pay check for the first regular season game after the beginning of my employment as a player in the Arena Football League.

I direct that the annual service fee in the same amount as any initiation fee and the annual dues required of members of the Arena Football League Players Association be deducted beginning with the first pay check for the first regular season game after the beginning of my employment as a player in the Arena Football League.

The foregoing authorized deductions are to be checked-off in equal weekly or biweekly installments from each regular season pay check, beginning with the first pay check for the first regular season game after the beginning of my employment as a player in the Arena Football League. The team will forward such deductions within seven days of each check-off to the Arena Football League Players Association, 2021 L Street, N.W., Washington, D.C. 20036.

This check-off authorization is irrevocable for a period of one year or until the expiration date of the currently effective collective bargaining agreement between the Arena Football League Players Association, the Arena Football League Management Council and the member teams of the Arena Football League, whichever date occurs first, and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding collective bargaining agreement between the Arena Football League Players Association, the Arena Football League Management Council and the member teams of the Arena Football League, whichever shall be shorter, unless written notice is given by me to the Arena Football League Players Association and the team not more than twenty (20) and not less than ten (10) days prior to the expiration of each period of one year or of each collective bargaining agreement between the Arena Football League Players Association, the Arena Football League Management Council and the member teams of the Arena Football League, whichever occurs sooner.

Date:
Signature
Player's Name—Type or Print