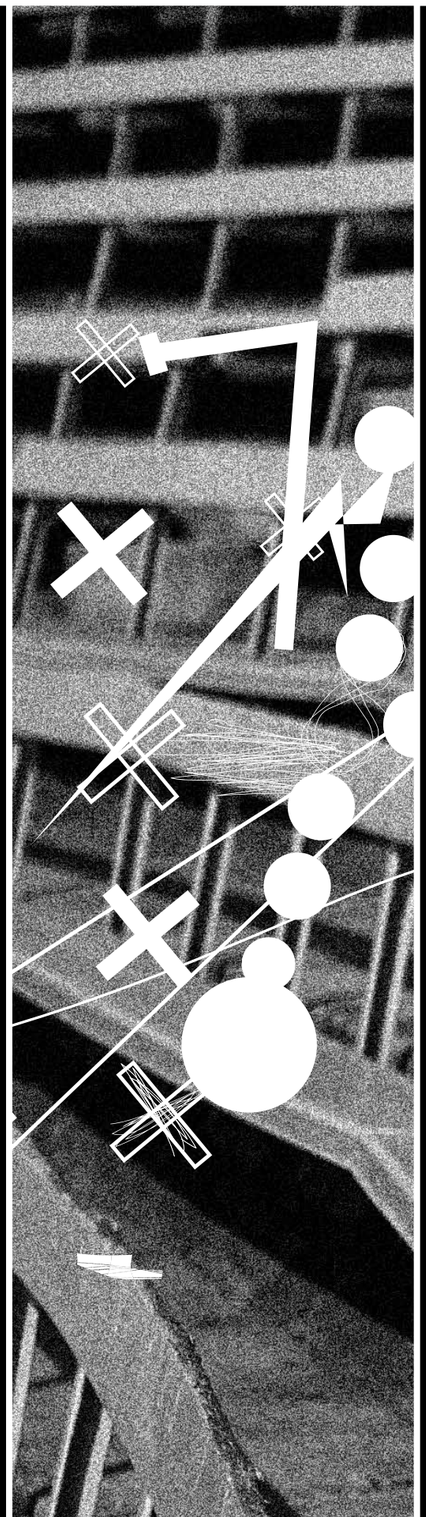
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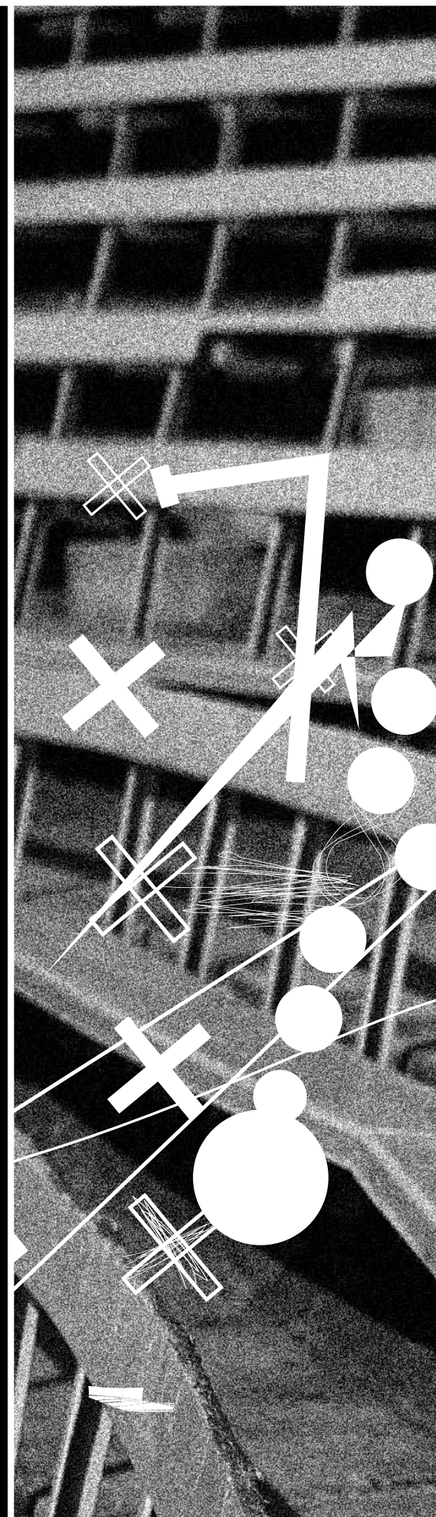
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NFL PLAYERS ASSOCIATION

CONSTITUTION

NFL PLAYERS
ASSOCIATION



NFL PLAYERS
ASSOCIATION

"WE, THE NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION ...PAY HOMAGE TO OUR PREDECESSORS FOR THEIR COURAGE, SACRIFICE, AND VISION; ...PLEDGE TO PRESERVE AND ENHANCE THE DEMOCRATIC INVOLVEMENT OF OUR MEMBERS; ...CONFIRM OUR WILLINGNESS TO DO WHATEVER IS NECESSARY FOR THE BETTERMENT OF OUR MEMBERSHIP — TO PRESERVE OUR GAINS AND ACHIEVE THOSE GOALS NOT YET ATTAINED."

ADAPTED FROM THE PREAMBLE TO THE NFLPA CONSTITUTION. **MARCH, 2007**

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PREAMBLE

The duly elected Player Representatives of the players in the National Football League adopt this Constitution to provide for the democratic governance of the affairs of this organization. In recognition of the unique nature of our work and our industry, we restate our principles as a single-level, national labor organization, while confirming our willingness to disband if it again becomes necessary to do so for the betterment of our membership. We pay homage to our predecessors for their courage, sacrifice and vision. We carry forward many of the provisions of our former constitution. But we must adopt and implement new ideas and technologies to enhance democratic participation and greater membership involvement in their affairs. ▪ Our structure must accommodate new voices in an ever-changing, transient and seasonal work force, but it must also recognize that experienced leadership and organizational continuity are essential to preserve our gains and to permit us to achieve those goals not yet attained. Our geographically dispersed membership requires a special form of representation. ▪ The structure of the National Football League and its labor relations administration as well as our multi-employer bargaining agreement require that we have a centralized full-time staff and a strong full-time executive to direct the staff. That executive must be accountable to an active player president, to a broad-based executive committee of active players and, ultimately, to the Player Representatives. ▪ Our organization has stood the tests of time and adversity and has served the interests of our membership. We intend to maintain and strengthen it.

MARCH, 2007

Article I: NAME AND PRINCIPAL OFFICE

1.01 This organization shall be known as the NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION (hereinafter referred to as the "NFLPA").

1.02 The principal office of the NFLPA shall be located in Washington D.C. or at such other place as the Board of Representatives of the NFLPA may from time to time designate. Regional offices may be established and maintained as the Board may from time to time direct.

1.03 The purposes of the NFLPA shall be to provide professional football players employed by Clubs of the NFL with an organization dedicated to the promotion and advancement of all players and of the sport of professional football; the improvement of economic and other working conditions of players; the betterment and maintenance of relations between players, owners, coaches and staffs; the furnishing of information and the providing of membership services; the negotiation, execution and administration of collective bargaining agreements; the resolution of player grievances, disputes and arbitrations arising under collective bargaining agreements; the representation of members in connection with common problems; the development of enterprises aimed at developing further benefits for the NFLPA and its members; assistance in providing educational advancement and training for members; encouragement of cultural, civic, legislative, charitable and other activities which further the interest of the NFLPA and its members, directly or indirectly; cooperation with and assistance to other organizations having purposes or objectives in whole or in part similar to those of the NFLPA; and the performance of all other actions consistent with this Constitution and appropriate to implement and fulfill the purposes, rights and responsibilities of the NFLPA.

1.04 In furtherance of these purposes, the NFLPA is affiliated with the Federation of Professional Athletes (FPA). The FPA is a federation which admits sports unions as members. Through its membership in the FPA, the NFLPA is affiliated with the American Federation of Labor-Congress of Industrial Unions (AFL-CIO). The Board or Representatives shall have the power to authorize such affiliations or mergers and to approve relevant amendments to this Constitution in connection therewith by vote of two-thirds (2/3) of the votes

cast by the members of the Board of Representatives present at such meeting in the manner described by Article IX of this Constitution. In this connection, the Board of Representatives may, in its discretion, conduct a referendum vote among members on such basis as the Board of Representatives may determine. The result of such referendum, if conducted, shall be advisory only.

Article II: MEMBERSHIP

2.00 Active Members.

There shall be three types of membership in the NFLPA: active, retired and associate membership. Only active members in good standing shall be eligible to vote in elections of Player Representatives and Alternates, contract ratification or any other matter which affects active players.

2.01 Any person who is employed as a professional football player by a member club of the NFL shall be eligible to be an active member of the NFLPA, including any player who is a party to an NFL Player Contract. A player actively seeking employment as a professional football player shall also be eligible to be a member of the NFLPA.

2.02 NFLPA membership dues for active members shall be paid on an annual basis. The amounts of such annual membership dues shall be established from time to time by the Board of Representatives. A member employed by a member club or clubs for less than a full season shall pay a pro rata amount of dues equal to the percentage of regular season weeks he is employed in that season. The active membership dues of players signed to Practice Player Contracts shall be one-fourth (1/4), or some other fraction as determined by The Board of Representatives, of the regular annual dues of active players payable pro rata for each week he is on the Practice Squad, and shall be at the regular dues rate for active players for each week that the player receives active list salary. The reduced dues rate shall not affect the Practice Players right to vote on all matters as other active members.

2.03 Annual membership dues shall be due and payable in four (4) equal monthly installments. A monthly installment shall be due and payable on the last day of the months of September through December. No member whose initiation fee, if any, and annual membership dues have been with-held by his employer for payment to the NFLPA pursuant to his check-off authorization shall be declared not in good standing by reason of a delay or default in the payment of such fee or dues by the employer to the NFLPA.

2.04 A person eligible for active membership may become a member of the NFLPA by paying to the NFLPA the initiation fee, if any, and dues for membership or by executing an NFLPA check-off authorization of dues for membership and any initiation fee and by transmitting such authorization to the national office of the NFLPA.

2.05 Each member agrees to be bound by the provisions of this Constitution and by any by-laws, rules or other regulations duly adopted by the NFLPA pursuant to this Constitution or as otherwise authorized by law. If the Board of Representatives adopts a system of regulations of contract advisors or player agents, which it amends from time to time, for the protection of the rights of players and agents/contract advisors alike, a member acknowledges and agrees to comply with and be bound by all of the provisions and procedures of the agent/contract advisor regulation system, as amended. By his membership in the NFLPA, a member further agrees to arbitrate any player-agent/contract advisor disputes which may arise through the NFLPA agent/contract advisor regulation system and that any decision of the arbitrator under the system will be final and binding on him. Each member further agrees to save and hold harmless the NFLPA, its officers, employees and representatives from any liability whatsoever with respect to any acts or omissions of an agent or contract advisor in providing representation to any players whether or not such acts or omissions fall within the activities governed by the agent/contract advisor regulation system.

2.06 Any member who shall be in arrears on any monthly installment for payment of dues, fines or assessments shall automatically stand sus-pended at the end of one month in arrears and shall not be entitled to any rights or privileges of membership. Any member who has been automatically suspended

for failure to pay dues shall be under a continuing obligation to pay dues during the period of his suspension.

2.07 In the event that a special or general assessment shall become necessary and in the best interests of the NFLPA, the same shall be established and required of each member by action of the Board of Representatives.

2.08 The Board of Representatives shall have the discretion to determine all circumstances under which dues, assessments or fines may be remitted, tolled, waived or rebated.

2.09 A suspended member may re-establish his membership by payment of dues, fees, fines and assessments in arrears.

2.10 Membership in the NFLPA, the conditions and obligations thereof as herein set forth, shall not be affected by a member moving from one club to another.

2.11 Retired Members

Recognizing that retired players still have a stake in the actions of the NFLPA, the Board of Player Representatives has authorized a retired players organization. Any person who has been an active player in the NFL by virtue of his signing an NFL contract may join the NFLPA as a retired player member after retiring from football. A retired member shall have the right to:

1. Attend the annual NFLPA convention and participate in all convention activities with the exception of meetings designated for active NFLPA members only.

2. Receive NFLPA publications, the retired players publications, and other information which may affect his retirement benefits or other benefits he may be entitled to as an NFL player.

3. Participate in NFLPA special events including those scheduled for both active and retired players.

4. Be represented on the Bert Bell/Pete Rozelle NFLPA Retirement Board by a retired member appointed by the NFLPA active Board of Player Representatives.

5. Affiliate with a local chapter of the NFLPA retired players organization wherever a group of members may apply for chapter certification.

The President of the Retired Players Steering Committee and one additional member of the the Steering Committee shall be invited to attend regular meetings of the Board of Player Representatives, and shall be given an opportunity to address the Board during the general session.

Upon official retirement and/or collection of Severance Pay, each retiring NFL player shall receive membership in the NFLPA Retired Players Organization for two (2) years without annual dues. Retired members otherwise shall be charged annual membership dues with the option of paying multi-year or lifetime dues memberships. The amounts of such dues shall be established to cover all reasonable administrative costs.

Except as specifically authorized through collective bargaining, neither the NFLPA nor any Chapter shall offer, sponsor, endorse or recommend for retired members any health or life insurance program or any retirement or other benefit plan or program of any kind, and the NFLPA and the Chapters shall assume no liability whatsoever for any claim, benefit or amount owing under any plan or program in which Chapter members participate.

2.12 Retired Members – Removal of Chapter Officers

The NFLPA Retired Players Steering Committee, elected at the national convention of Retired Players Chapters, shall, in its sole discretion, have the authority to remove any Chapter Officer from his position upon a determination that the Officer has:

- Caused or failed to prevent a Chapter from violating the NFLPA Retired Players Chapters Local Bylaws or any other binding contract to which the Chapter is a party;

- Engaged in conduct detrimental to the Chapter; or

- Engaged in conduct prohibited under applicable law or regulations.

Any officer so accused shall be served with written notice of specific charges, given reasonable time to prepare his defense, and afforded a hearing before the Steering Committee. A determination by the Steering Committee shall not be subject to appeal and shall be final and binding on the Chapter and its members. Any Officer removed shall be barred from being elected as an Officer for two (2) years from the date of his removal.

This provision shall be deemed retroactive to all former NFL players who have previously enrolled in the NFLPA retired players program instituted in 1977.

Article III: PLAYER AND ALTERNATE PLAYER REPRESENTATIVES

3.01 There shall be a Player Representative and an Alternate Player Representative from each club.

3.02 The Player Representative shall assist in the implementation of the Collective Bargaining Agreement; exercise direct responsibility for new memberships and for the execution of check-off authorizations by members and non-members; receive and provide information concerning the processing of grievances; cooperate with the officers and staff of the NFLPA in the promotion and operation of the NFLPA programs; attend, unless physically incapacitated, all meetings of the Board of Representatives, and all NFLPA conventions; appoint and coordinate the operation of the Team Council which will assist him in performing his duties; advance the policies and interests of the NFLPA; perform such duties as may be from time to time directed by the Board; and facilitate communication between members and the NFLPA. The Player Representative shall respect the confidentiality of all meetings of the NFLPA in all matters concerning relations with management, and in the position papers and reports of the Association covering collective bargaining negotiations, and shall not communicate with management representatives in any manner as to those confidential Association matters. The Player Representative shall have an affirmative duty to communicate with the national

office on a regular basis and at the very minimum by a telephone call, personal visit, or other direct communication, once every two weeks.

3.03 Either one unexcused absence by a Player Representative from regularly scheduled meetings for the Board of Representatives as described in Section 5.04 hereof or failure by a Player Representative to maintain communication with the national office as provided for Section 3.02 shall result in the Player Representative being automatically expelled from the Board unless at the next following meeting of the Board of Representatives, upon presentation of his reasons, the Board upon a majority of the votes cast adopts a resolution of good cause for the absence or failure to communicate as required.

3.04 The Alternate Player Representative shall assist the Player Representative in the performance of his duties as set forth in Section 3.02.

3.05 The active members in good standing from each club shall by secret ballot elect from among their number, a Player Representative and an Alternate Player Representative on a date before the eighth regular League game of each even-numbered year, commencing in 1996, as directed by the Board of Representatives. The Player Representative and Alternate Player Representative shall be elected for a term of two years, and until their respective successors shall have qualified and been duly elected. Current Board members will serve until that time.The nominations and election for Player Representatives shall be first conducted, and then followed at the same meeting by nominations and election for Alternate Player Representative. In order to be eligible for election or temporary appointment as a Player Representative or Alternate Player Representative, a person must have been a member in good standing of the NFLPA for at least one (1) year prior to his election or appointment. Not less than fifteen days prior to the elections, notice thereof shall be mailed to each member of the respective club at his last known home address and a notice shall be posted on the NFLPA Bulletin Board in the Player's locker room. The Player Representative in office at the time of the election shall supervise the conduct of the election for his club.Nominations shall be made from the floor of the elections meetings. In the election for Player Representative, each member voting shall have one vote and the candidate receiving the highest

number of votes shall be elected the Player Representative. In the election for Alternate Player Representative, each member shall be entitled to one vote and the candidate receiving the highest number of votes shall be elected the Alternate Player Representative. In the event of a tie for the highest number of votes cast in an election, another election for the unresolved office shall be promptly conducted between the two tied candidates.

3.06 In the event that a Player Representative or Alternate becomes employed by a different club or retires as a player during the period from the opening of training camp until the last game of his club for the respective season, his office shall automatically become vacant. In the event that a Player Representative or Alternate becomes employed by a different club or decides to retire as a player during the off-season, such Player Representative or Alternate may continue in his office until the opening of regular training camp for his former club for the next following season, at which time his office shall automatically become vacant. In the event of a vacancy for any reason in the office of Player Representative, his Alternate Player Representative shall automatically succeed to the office and complete the remainder of the unexpired term. In the event of a vacancy in the office of Alternate Player Representative, the President may direct a new election for the remainder of the term. In the event of a concurrent vacancy during the season in the offices of Player Representative and Alternate Player Representative from a club, the President shall direct new elections for the unexpired terms. In the event of a vacancy during the off-season in the offices of Player Representative and Alternate Player Representatives from a club, the President shall approve a temporary Player Representative who has been approved for the appointment by the Executive Committee until new elections at the beginning of the season following. The elections authorized or required by this Section shall be conducted insofar as possible in accordance with the procedures for elections to the same position for a full term of office.

Article IV: OFFICERS

4.01 (a) The Executive Officers shall be a President and ten (10) Vice-Presidents. The Executive Officers shall be elected at the annual meeting of the Board of Representatives in even numbered years,

commencing in 1994, for a term of two (2) years and until their respective successors shall have been duly qualified and elected.

(b) The principal administrative officer of the NFLPA shall be its Executive Director. The Executive Director shall be elected at the annual meeting of the Board of Player Representatives for a term of three (3) years and until his successor shall be duly qualified and elected. Written notification of the election of the Executive Director shall be sent to the Board of Player Representatives prior to the meeting in which the election is to take place. The Executive Committee shall negotiate his employment contract.

(c) The Executive Officers and the Executive Director shall constitute the Executive Committee. The Executive Director shall have a voice but no vote on the Executive Committee.

4.02 The executive and administrative officers shall be elected by members of the Board of Representatives. Except as provided in Section 5.06, the incumbent President shall be without a vote.

4.03 In order to be eligible for election as an Executive Officer, a person must have been an active member in good standing of the NFLPA for at least one (1) year prior to his election. A person is not eligible for election or re-election as an Executive Officer unless he has been on the roster of an NFL club during the previous twelve (12) months. The elections of the President and the ten (10) Vice Presidents shall be separately conducted. If more than two candidates contest an office, and no one candidate receives a majority of the votes cast, then in that event the candidate with the lowest number of votes shall be eliminated and the voting conducted again among the remaining candidates until one candidate receives a majority of the votes cast. In the event of a tie for the highest number of votes cast in an election, another election for the unresolved office shall be promptly conducted between the two tied candidates.

4.04 In order to be eligible for election as Executive Director, a candidate shall be required to have the written endorsement of no less than three (3)

members of the Board of Representatives which shall be delivered to the President at least ten (10) days in advance of any election. A candidate for the office of Executive Director need not be a member in good standing of the NFLPA.

4.05 If a Player Representative or an Alternate Player Representative is elected President or Executive Director, his respective office as Player Representative or Alternate Player Representative shall automatically become vacant.

4.06 The President shall be the principal executive officer of the NFLPA and, subject to this Constitution and the direction of the Board of Representatives, shall supervise and direct the business and affairs of the NFLPA. He shall preside and act as Chairman at all meetings of the Board and Executive Committee. In general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the NFLPA Board from time to time. In addition, he shall be the chief spokesman of the NFLPA in collective bargaining and have the power to invite, at his discretion, outside persons to any NFLPA meeting or function.

4.07 The Executive Director shall be the principal administrative officer of the NFLPA and, subject to this Constitution and the direction of the Board of Representatives and the Executive Committee, shall conduct the day-to-day affairs of the NFLPA. He shall have authority to sign, execute and acknowledge, on behalf of the NFLPA, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the NFLPA's regular business, or which shall be authorized by resolution of the NFLPA Board of Representatives; and, except as otherwise provided by the Board, he may authorize any other officer, agent or employee of the NFLPA to sign, execute and acknowledge such documents or instruments in his place and stead. The Executive Director shall hire and direct such staff as is necessary to perform the affairs of the NFLPA and to establish their salaries and terms and conditions of employment, subject to the annual budget established by the Board of Representatives. The Executive Committee shall negotiate the employment contract of the Executive Director.

4.08 The Vice-Presidents and Executive Director shall assist the President in the execution of his functions as the President may request, and perform such duties as the Board may direct. If the President shall be absent from a meeting of the Board of Representatives or the Executive Committee, or unwilling or unable to perform his duties under the circumstances not constituting a vacancy in the office of President, the Vice President with greatest seniority on the Executive Committee shall automatically succeed to the office of President until the next meeting of the Board of Player Representatives.

4.09 The Executive Committee is authorized to enter into contracts of employment with the Executive Director and to fix the salary and conditions of employment for a period less or greater than his term of office. The Executive Director shall, however, be subject to removal during his term upon a vote of two-thirds of the votes cast by the members of the Board present at such meeting.

4.10 It shall be the responsibility of each officer to attend all meetings of the Executive Committee, the collective bargaining sessions, the meetings of the Board of Representatives and the annual convention of the players. The only permissible excuse for absence being a close family illness, or other personal emergency which requested excuse must be approved by two-thirds vote of the Executive Committee. One unexcused absence by an officer from the foregoing meetings shall result in the officer being automatically expelled as an officer unless at the next following meeting of the Board of Representatives, upon presentation of his reasons, the Board upon a majority of the votes cast, adopts a resolution of good cause for the absence. Each Executive Committee member shall have an affirmative duty to communicate with the national office on a regular basis and at the very minimum by a telephone call, personal visit or other communication once every week.

4.11 The President, Executive Director and other persons having responsibility for the funds shall be bonded in an amount sufficient to protect the NFLPA.

4.12 In the case of a vacancy in the office of President, Vice President or Executive Director, such vacancy shall be filled at the first meeting of the Board

of Representatives after such vacancy by an election for the remainder of the unexpired term conducted insofar as possible pursuant to the procedures for elections to the same position for a full term of office.

Article V: BOARD OF REPRESENTATIVES AND EXECUTIVE COMMITTEE

5.00 Board of Representatives

5.01 The Board of Representatives shall consist of the President, one Player Representative from each club, and the Executive Director serving ex officio.

5.02 Subject to the provisions of this Constitution, the Board of Representatives shall transact the business of the NFLPA. The Board shall have the authority to interpret and apply this Constitution and the legislation of the NFLPA. Such powers, duties and authority not otherwise delegated by this Constitution shall be exercised, acted upon and determined by the Board. Said powers of the Board shall include but not be limited to: enactment of policies governing the affairs of the NFLPA; provision for the location and maintenance of a principal and any regional offices; election of an Executive Director who shall be an ex officio member of all committees, appointment of the representatives of the NFLPA to boards, commissions and other organizations; the general conduct of collective bargaining and the ratification of the Collective Bargaining Agreement; the establishment and specification of the duties of standing and temporary committees; approval of the annual budget of the NFLPA; establishment of the annual membership dues; establishment of trusts for disabled, needy or deceased players or former players; adoption and administration of a system of regulation of player agents; and employment of such advisors and consultants as the Board from time to time determines.

5.03 If a Player Representative shall be absent from a meeting of the Board of Representatives, or unwilling or unable to perform his duties under circumstances not constituting a vacancy in the office of Player Representative, his Alternate shall perform the duties of the Player Representative, and while

so acting, shall have and be entitled to exercise all the powers and functions of such office.

In the event that both the Player Representative and the Alternate Player Representative are both unable to attend a meeting of the Board of Player Representatives, the Player Representative must appoint another player on his team to represent the team at such meeting; provided, however, that the player so appointed shall not be allowed to vote. In the event that neither the Player Representative nor the Alternate Player Representative is able to attend a meeting of the Board of Representatives because of their team's participation in the Super Bowl, the Player Representative may give his proxy to another member of the Board of Representatives attending such meeting, and such member may cast the votes of the absent Player Representative so long as written notice of such proxy is sent by the absent member to the Executive Director and received by the Executive Director prior to the meeting in question.

5.04 The annual regular meetings of the Board of Representatives shall be in the off-season. Said regular meetings shall be at the time and place designated by the President with the approval of the Executive Committee. Special meetings of the Board may be called by the President and shall be called at the request in writing by a majority of the Board. Unless otherwise specified in such call or request, the place of the special meeting shall be at the office of the NFLPA at a time determined by the President.

5.05 The members of committees established by the Board from time to time shall be nominated by the Executive Committee with the approval of the Board. Whenever possible there shall be included in the membership of such committees a member of the Executive Committee or a member of the staff who shall serve ex officio.

5.06 Each member of the Board shall, in transacting the business of the Association, have one (1) vote for each current dues paying member from his team. The President shall have a vote only for purposes of breaking a tie vote of the Board of Representatives in matters other than officers' elections.Two-thirds (2/3) of the members of the Board shall constitute a quorum for the

transaction of business at any meeting; provided, however, that no quorum shall exist unless at least two-thirds of the total dues paying membership of the NFLPA are represented by those members present. Except as otherwise provided by the Constitution, the action of a majority of votes cast by members present at such meeting shall be the action of the Board. For purposes of this Section 5, a "member" of the Board of Representatives shall not be deemed to include any former player representative who has been expelled from the Board for failure to attend meetings or for any other purpose, and further, teams for which there is no duly elected or duly appointed Player Representative or Alternate shall not be counted for purposes of determining a quorum under this Section 5.06.

5.07 The Executive Committee

5.08 The Executive Committee shall be composed of the President, ten (10) Vice-Presidents, and the Executive Director, who shall have a voice but no vote in its deliberations and decisions. In addition, the two (2) most recent past Presidents of the NFLPA shall serve with the Executive Committee as non-voting advisors.

5.09 The Executive Committee shall have and may exercise all the powers of the Board of Representatives to transact and manage the business and affairs of the NFLPA between meetings of the Board, except the powers of electing officers, changing previously established Board policy and the ratification of a Collective Bargaining Agreement.

5.10 A majority of the Executive Committee shall constitute a quorum for the transaction of business at any meeting; and except as otherwise provided by the Constitution, the action of a majority present at such meeting shall be the action of the Executive Committee.

5.11 General

5.12 Any action required or permitted to be taken at a meeting of the Board of Representatives or the Executive Committee may also be taken by telephone conference call or without a meeting, if authorized by a majority of

the members of the Board of Representatives or the Executive Committee then in office.

5.13 Notice of each meeting of the Board of Representatives and the Executive Committee shall be given in writing to each respective member of said body not less than ten (10) days in advance. If such notice is by mail or telegram, it shall be deemed delivered when deposited in the U.S. mail or delivered to the telegraph company, as appropriate, and addressed to the member's home or business address with transmittal charges prepaid. A waiver of notice signed at any time by the member shall be deemed equivalent to the giving of such notice. The attendance of a member at a meeting of the Board of Representatives or the Executive Committee shall constitute a waiver of notice of such meeting, except where such member attends a meeting and there objects to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Representatives or the Executive Committee need be specified in the notice or waiver of notice of such meeting.

5.14 Roberts Rules of Order, in its most recent edition, shall govern all meetings.

Article VI: COLLECTIVE BARGAINING

6.01 In advance of collective bargaining negotiations, each Player Representative shall meet with the members from his club to ascertain the provisions that such members wish to be incorporated in the NFLPA Collective Bargaining Agreement. After review of the suggestions from the members of the NFLPA, the Board of Representatives shall finalize the proposals to be presented to owner representatives in connection with any proposed Collective Bargaining Agreement or modification thereof.

6.02 The Negotiating Committee shall consist of the Executive Committee, including the Executive Director serving ex officio.

6.03 Any Collective Bargaining Agreement tentatively agreed to by the Board of Representatives with the owner representatives shall not be binding on the NFLPA until it has been ratified by a majority of the members of the NFLPA voting for ratification or rejection. A recommendation from the Board of Representatives may accompany any collective bargaining agreement so proposed to the members for ratification, but a recommendation shall be adopted by the Board of Representatives only upon a two-thirds (2/3) vote.

6.04 A strike may be commenced by members of the NFLPA after the proposition has been submitted to the full membership of the NFLPA and two-thirds (2/3) of those members voting have voted to authorize a strike. A strike may be terminated by a majority vote of the Board of Representatives. The conduct and timing of a strike shall be under the direction of the Executive Committee in consultation, insofar as possible, with the Board of Representatives. The Executive Committee, with the concurrence of the Board, may direct that a strike that has been approved by the membership be limited in time or with respect to the club or clubs so affected. The existence of a strike fund at the beginning of a strike shall in no way limit the Board from expending all assets and employing all credit available to the NFLPA in support of the strike. A member of the NFLPA shall have the duty to provide strike service as specified by the Board.

6.05 If it is proposed to amend a Collective Bargaining Agreement during the period of its agreed duration, any such proposal shall be submitted to the Board of Representatives upon recommendation from the Executive Committee. Any such proposed amendment to the Collective Bargaining Agreement which is agreed to by majority vote of the Board of Player Representatives and agreed to by the owner representatives shall not be binding on the NFLPA until one of the following requirements has been satisfied:

1. The Board of Representatives determines by a two-thirds vote that the proposed amendment is not of such substance as to call for ratification by the members; or

2. The Board of Representatives determines by a two-thirds vote that the proposed amendment is of such substance as to call for

ratification by the members, and the proposed amendment is ratified by a majority of the members voting for ratification or rejection. Nothing in this Section or in this Constitution shall prohibit the Executive Director, in consultation with the President, from entering into sideletters and/or other documents, including the resolution of grievances, which clarify or interpret the provisions of any existing Collective Bargaining Agreement or are necessary for the orderly implementation and administration of a Collective Bargaining Agreement.

Article VII: CONTRACTS, LOANS, CHECKS AND DEPOSITS

7.01 The Board of Representatives may authorize any officers, agents or employees to enter into any contract or execute or deliver any instrument in the name of and on behalf of the NFLPA and such authorization may be general or confined to special instances. In the absence of other designation, all deeds, contracts, mortgages and instruments of assignment or pledge made by the NFLPA shall be executed in the name of the NFLPA by the Executive Director and another officer, agent or employee designated by the Board, and when so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers, agents or employees.

7.02 The Board of Representatives authorizes the Executive Director to secure and maintain in the name of the NFLPA a line of credit to provide working capital in light of seasonal income and to enter into other routine banking and leasing arrangements for the benefit of the NFLPA.No indebtedness for borrowed money beyond the matters set forth in the first sentence of this Section shall be contracted on behalf of the NFLPA and no evidence of such indebtedness shall be issued in its name unless authorized or ratified by or under the authority of the Board of Representatives. Such authorization may be general or confined to specific instances.

7.03 All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the NFLPA, shall be signed by such officer or officers, agents or employees of the NFLPA, and in

such manner as shall from time to time be determined by or under the authority of a resolution of the NFLPA Board of Representatives.

7.04 All funds of the NFLPA not otherwise employed shall be deposited from time to time to the credit of the NFLPA in such banks, trust companies or other depositories as may be selected by the Executive Director or under the authority of a resolution of the NFLPA Board of Representatives.

7.05 In the interests of the integrity of the Union, no player shall enter into any contract or any other such arrangement with the Union or its members as a group except as the same is fully disclosed and approved by the Board of Representatives.

Article VIII: TRIALS, PENALTIES, PROTESTS AND PROCEDURES

8.01 A member or officer may prefer charges against any other member of the NFLPA. The Executive Director and/or the President may initiate proceedings to remove from office any NFLPA Retired Chapter President, NFLPA Retired Players Steering Committee President or Steering Committee Member who has engaged in conduct which is detrimental to the best interest of the NFLPA. In addition, the Executive Director and/or the President may initiate proceedings to dissolve a Retired Players Chapter whose leaders have engaged in conduct which is detrimental to the best interests of the NFLPA. Such charges shall be specific and shall be filed in writing with the Executive Committee and concurrently served on the accused. The accused shall be accorded not less than thirty (30) days in which to appear for hearing and submit his defense before the Board of Representatives at the time, date and place specified by the President. If the accused is unable to be present at the trial, he may submit his case in writing. There shall be a finding of guilty only upon two-thirds (2/3) of votes cast. The Board shall issue its decision on the matter no later than thirty (30) days of the close of the hearing. If a member of the Board is involved in a case as a party or witness, the remaining members of the Board shall be empowered to decide the case. The Executive Director shall give the membership reasonable notice of any charges filed against an officer and the resulting decision of the Board.

8.02 The basis for charges shall consist but not be limited to the following:

1. Violation of this Constitution.
2. Misappropriating money or property of the NFLPA.
3. Improper disclosure or misuse of confidential information relating to the affairs of the NFLPA.
4. Crossing an authorized picket line established by the NFLPA.
5. Secession or fostering the same, or supporting a rival organization.
6. Doing any act contrary to the best interests of the NFLPA or its members

Upon a finding of guilty, the Board shall impose such disciplinary action as it shall determine which may consist of reprimand, fine, suspension, removal from office or expulsion from membership.

8.03 In the event that there shall be any protest made by a member concerning an election, such protest shall be made in writing by such member and transmitted to the President or Executive Director by registered or certified mail within the earlier of forty-eight (48) hours of his knowledge of the facts complained of or within one week of the date of said election. Said protest shall set forth the exact nature and specifications of the claim and, as to any election which has already been held, how such claim has affected the outcome of the election. Such protest shall be referred to the Executive Committee for hearing and decision by majority vote of the entire Executive Committee. The decision of the Executive Committee shall be appealable to the Board of Representatives for final decision by majority vote of the entire Board upon written appeal by such member within fourteen (14) days of the date the decision was rendered by the Executive Committee.If the member who has filed a protest is unable to be present at the hearing on his protest, he may submit his case in writing. If the election of a member of the Executive Committee or of the Board of Representatives is the subject of a protest, the remaining members of the respective body shall be empowered to decide the case.

8.04 No member of the NFLPA shall resort to any court or agency outside the NFLPA unless and until he has exhausted all forms of relief provided in this Constitution.

Article IX: AMENDMENTS

9.01 This Constitution may be amended at any regularly scheduled or special meeting of the Board of Representatives by a vote of two-thirds (2/3) of the votes cast by the members of the Board present at such meeting.

9.02 Any action taken or authorized by the Board of Representatives which would be inconsistent with the Constitution then in effect but is taken or authorized by affirmative vote of not less than the number of votes cast by members of the Board of Representatives required to amend the Constitution so that the Constitution would be consistent with such action shall be given the same effect as though the Constitution had been temporarily amended or suspended to the extent, but only to the extent, necessary to permit the specific action so taken or authorized.

Article X: INDEMNIFICATION OF OFFICERS AND MEMBERS OF THE BOARD OF REPRESENTATIVES

10.01 The NFLPA shall indemnify and save harmless, to the fullest extent now or hereafter permitted by law, any person who is or was a member of the Board of Representatives, any officer or employee of NFLPA against any and all expenses and liabilities, including reasonable attorney's fees, settlement payments, judgments and fines relating to any action, proceeding, suit or claim involving such person by reason of his or her being or having been such member of the Board of Representatives, officer or employee of NFLPA, unless it shall be established by a court of competent jurisdiction that such action, proceeding, suit or claim involved gross negligence or willful misconduct on the part of such indemnified person.

10.02 Such indemnification shall not be deemed exclusive of any other rights to which the persons indemnified may be entitled under law, agreement, vote of members of the Board of Representatives or otherwise. The rights of any

such member of the Board, officer or employee to indemnification shall inure to the benefit of his heirs, executors or administrators.

10.03 The NFLPA shall have power to purchase and maintain insurance on behalf of any person who is or was a member of the NFLPA Board of Representatives, officers, employee or common-law agent (not contract advisors) of the NFLPA, against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the NFLPA would have the power to indemnify him against such liability under the provision thereof.

Article XI: SAVINGS CLAUSE

11.01 If any provision of this Constitution shall be declared invalid or inoperative, by any competent authority of the executive, judicial or administrative branch of state or federal government, the Board of Representatives shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any Article or Section of this Constitution should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Constitution or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.