

**SEAN GILBERT
POSITION PLATFORM**

ADAPTED FROM THE PREAMBLE TO THE NFLPA CONSTITUTION, MARCH 2007:

“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.”

The 2011 Collective Bargaining Agreement negotiated by NFLPA Executive Director DeMaurice Smith has failed **“TO PRESERVE OUR GAINS”** as stated in the Preamble of the NFLPA Constitution. Through the first four (4) years of this CBA, more than **\$2.5 Billion** has shifted from the Players to the Owners and has increased the collective equity of NFL Franchises by more than **Forty Percent (40%)**. Furthermore, more than **\$10 Billion** will shift from the Players to the Owners over the duration of this deal. Prior to the 2011 Collective Bargaining Agreement, the Salary Cap never decreased. In fact, the Salary Cap increased every single year. Under this CBA negotiated by DeMaurice Smith, the Salary Cap decreased below the 2009 Cap amount in each of the first three years (2011, 2012 and 2013).

The 2011 Collective Bargaining Agreement, negotiated by NFLPA Executive Director DeMaurice Smith has failed to achieve “THE BETTERMENT OF OUR MEMBERSHIP” as stated in the Preamble of the NFLPA Constitution. For example, in Article 46 of the CBA, DeMaurice Smith gave NFL Commissioner Roger Goodell absolute power with respect to the Personal Conduct Policy.

It is also clear from Roger Goodell’s significant increase in compensation that the owners are happy with the agreement. Goodell has gone from making **\$11 million** in 2010 (the last year of the previous Collective Bargaining Agreement) to **\$29 million** in 2011 and **\$44 million** in 2012 (the first two years of the current Collective Bargaining Agreement).

As Players, we understand that the Owners pay for performance. Goodell has performed.

Once elected as the Executive Director of the NFLPA, I will absolutely adhere to the Standards and Principles as set forth in the Preamble and Constitution of the NFLPA.

THE OBJECTIVE OF MY PLATFORM IS TO MAXIMIZE THE PLAYER’S WORTH BY GROWING THE GAME, PROTECTING THE HEALTH AND SAFETY OF EVERY PLAYER AND REMOVING THE LAYERS OF RESTRICTIONS AND CONTROLS THAT THE OWNERS UTILIZE IN SUPPRESSING SALARIES.

PLATFORM

1. **PLAYER HEALTH AND SAFETY** – We will never negotiate the health and safety of our Players. The health and safety of NFL Players is priceless and must be respected by both the Union and the Owners.
2. **\$1,000,000 MINIMUM SALARY** – The current system discriminates against older Players while exploiting younger Players. Increases in the “Minimum Salary” will be tied to the growth in revenues.
3. **UNION DUES** – Possible elimination of Union Dues, rather than the present \$15,000, which was a 50% increase this past year.
4. **GROW THE GAME/SALARY CAP** – Not only do we expect to recapture much of the **BILLIONS OF DOLLARS** that have shifted from the Players to the Owners under the current agreement, we expect to significantly grow the game.
5. **ROOKIE CONTRACTS THREE (3) YEARS** – All Rookie Contracts shall be three (3) years (no option for First Round Selections).
6. **FREE AGENCY AFTER THREE (3) YEARS.**
7. **FRANCHISE DESIGNATION** – A Player may only be “FRANCHISED” once in his career.
8. **ELIMINATE THE TRANSITION DESIGNATION.**
9. **ELIMINATE TWO (2) PRE-SEASON GAMES.**
10. **ELIMINATE COMPENSATORY DRAFT SELECTIONS** – Teams shall not be rewarded for refusing to sign their own Free Agents.
11. **RENEGOTIATION OF PLAYERS CONTRACTS CAN COMMENCE AFTER ONE (1) YEAR INSTEAD OF THE CURRENT THREE (3) YEAR RULE. See - Russell Wilson**
12. **NFL PLAYER JOB CREATION** – We shall add **224 NFL PLAYER JOBS** – Roster size shall increase from 53 to 57 Players and Practice Squad shall increase from 8 to 11 Players.
13. **PRACTICE SQUAD SALARY INCREASE** – Practice Squad Salary shall increase from \$6,300 per week to \$20,000 per week.
14. **ELIMINATE “CONTRACT SPLITS” DURING THE REGULAR SEASON.**

15. **ELIMINATE EXCLUSIONS FROM “ALL REVENUE” (AR)** – Eliminate exclusions from “AR” such as, Dallas Cowboys Merchandising (in excess of \$80 million), PSL fees for the New York Jets and Giants (in excess of \$43 million) and revenues derived from real estate development opportunities in conjunction with Stadium lease etc.
16. **ELIMINATE THE “BUCKET/BAND” SYSTEM** – Eliminate the band/bucket system (Article 12, Section 6, page 79-80) and advocate a true equitable partnership between the Players and Owners.
17. **100% CASH SPENDING** – A Team must spend 100% of the “SALARY CAP” each year. Any shortfall shall be paid by the Team having such shortfall, directly to the Players who were on such a Team’s roster at any time during the season, pursuant to the reasonable allocation instructions of the NFLPA.
18. **LIMITATION ON ROGER GOODELL’S POWER** – Goodell will no longer be allowed to serve as judge, jury, and executioner on matters of Player’s discipline.
19. **“FINE MONEY” SHALL BE GIVEN TO “NEEDY” RETIRED PLAYERS**
20. **“CONTRACT DISSOLUTION BENEFIT”** – Purpose is to eliminate fictional contracts and create respect for the sanctity of the Contract. Except for “Rookie Contracts” or One-Year Contracts, if a Team terminates the Contract, the Player shall receive 10% of the remaining money due under the Contract. Player shall receive such amount upon submission of his “Retirement Papers.” The “Contract Dissolution Benefit” will not be counted as a “CAP CHARGE.”
21. **TRUE TRANSPARENCY** – Between the Union, Players & Agents, e.g. “Player Performance Pool”
22. **TERMINATION OF THE CBA** - Pursue the right to terminate the Collective Bargaining Agreement under Article 17 and Article 69. (**ANTI-COLLUSION**)
23. **NO STRIKE** – We will not advocate a “STRIKE” under any circumstances. History has shown that Strikes by NFL Players have not been successful.
24. **POTENTIAL “CARROT” – GENERATE SUBSTANTIAL REVENUES**
 - A. 18 Games
 - B. Super Bowl will be played on President’s Weekend (pushes majority of Post-Season in “TV Sweeps Month”)
 - C. Bid out Super Bowl like the Olympics
 - D. Transition Rules:

1. **Annualized Salaries from 16 Games to 18 Games** – For example, if Player’s Base Salary is currently \$1.6 Million, under 18 Games it shall be \$1.8 Million.
2. **Guaranteeing the Difference** – For example, the Player has Four (4) years left on his Contract that pays him an annual Salary of \$3,200,000, you must annualized his Salary like above. Therefore, his new “Annualized Salary” shall be \$3,600,00 per year. The subsequent year Team terminates Players’ Contract with 3 years remaining; Player shall receive \$1,200,000 (\$3,600,000 less \$3,200,000 multiply by the 3 years remaining). Player shall receive such amount upon submission of his “Retirement Papers.” When paid, such amount shall be included in the “Player Benefits Costs.”