

"We, the National Football League Players Association ..Pay homage to our predecesso for their courage, sacrifice, an 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.

NFL PLAYERS ASSOCIATION

Constitution

NFLPA

"*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
(as amended MARCH 2024)

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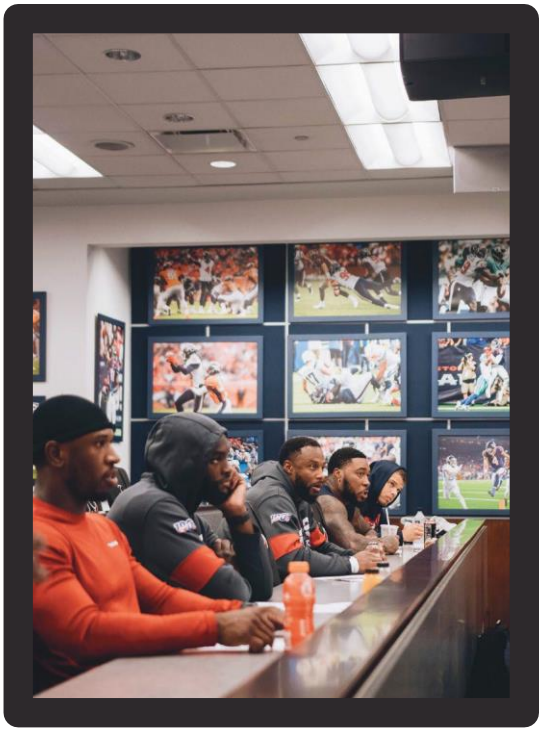
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Constitution

PREAMBLE

NFL PLAYERS ASSOCIATION CONSTITUTION

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.

Article I: NAME & 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 of 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, former player, and associate membership. Only active members in good standing shall be eligible to vote in elections of Player Representatives and Co-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 withheld 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 suspended 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 Former Player Members

Recognizing that former players still have a stake in the actions of the NFLPA, the Board of Player Representatives has authorized a former 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 former player member after ceasing employment in the NFL. A former player 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, former 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 former players.**

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

5. **Affiliate with a local chapter of the NFLPA Former Players organization wherever a group of members may apply for Chapter certification.**

The Chairman of the Former Players Board of Directors and a second Director of the Former Players Board of Directors shall be non-voting members of the Executive Committee. The second Director shall be selected as follows: (i) candidate(s) must be nominated by a NFLPA Former Players Chapter President; (ii) candidate(s) shall next be presented to the NFLPA Executive Director for approval, but in no event may the Executive Director approve more than three (3) candidates nominated; and, (iii) Former Player Chapter Presidents shall then select from among the approved candidates the second Director by a majority of the votes cast.

The two (2) non-voting Former Players Board members selected to the Executive Committee and a Former Players member selected by a majority vote of the Former Players Chapter Presidents shall be invited to attend regular meetings of the Board of Player Representatives. They shall be given an opportunity to address the Board during the general session. The Former Players Board will have direct access to the Executive Committee to discuss any Former Player Board concerns.

Upon official retirement and/or collection of Severance Pay, each retiring NFL player shall receive membership in the NFLPA Former Players organization for two (2) years without annual dues. Former player 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 former player 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 Former Player Members – Removal of Chapter Officers

The Former Players Board of Directors, elected at the national convention of Former 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 Former 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 Former Players Board of Directors. A determination by the Former Players Board of Directors 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.

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

Article I I I:

PLAYER REPRESENTATIVES & CO-ALTERNATE PLAYER REPRESENTATIVES

3.01 There shall be a Player Representative and three (3) Co-Alternate Player Representatives from each club. The Co-Alternate Player Representatives shall be designated in a hierarchal fashion (e.g., First Co-Alternate, Second Co-Alternate, Third Co-Alternate) according to their order of election.

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 NFLPA covering collective bargaining negotiations, and shall not communicate with management representatives in any manner as to those confidential NFLPA 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 Co-Alternate Player Representatives shall assist the Player Representative in the performance of his duties as set forth in Section 3.02. At

least one Co-Alternate Representative shall be included in all meetings and/or calls to which their club's Player Representative is invited; the invitation will first be extended to the 1st elected Co-Alternate, and if he cannot attend, the invitation will then be extended to the next Co-Alternate in the hierarchal order of election.

3.05 The active members in good standing from each club shall, by secret Ballot, elect from among their number a Player Representative and three (3) Co-Alternate Player Representatives between the Monday before the first regular season game and the eighth regular League game of each even-numbered year, commencing in 1996, as directed by the Board of Representatives. The Player Representative and Co-Alternate Player Representatives 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 Representative shall be first conducted, and then followed at the same meeting by nominations and elections for three (3) Co-Alternate Player Representatives. In order to be eligible for election or temporary appointment as a Player Representative or Co-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 election 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 each election for a Co-Alternate Player Representative, each member shall be entitled to one vote, and the candidate receiving the highest number of votes shall be elected a Co-Alternate Player Representative; the Co-Alternate Player Representatives shall be designated in a hierarchal fashion (e.g., First Co-Alternate, Second Co-Alternate, Third Co-Alternate), according to their order of election. In the event of a tie for the highest number of votes casting 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 Co-Alternate becomes employed by a different club, has his contract terminated by his 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 Co-Alternate becomes employed by a different club, has his contract terminated by his club, or decides to retire as a player during the off-season, such Player Representative or Co-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, the Co-Alternate Player Representatives, in the order of the designated hierarchy (First, Second, Third, according to their order of election pursuant to Section 3.01) shall automatically succeed to the office and complete the remainder of the unexpired term.

In the event of a concurrent vacancy during the season in the offices of Player Representative and Co-Alternate Player Representatives, the President shall direct a new election for the remainder of the term.

Only in the event of concurrent vacancies during the off-season in all of the offices of Player Representative and Co-Alternate Player Representatives from a club shall the President appoint 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 I V:

OFFICERS & EXECUTIVE DIRECTOR

4.01 (a) The Executive Officers shall be a President, Treasurer and nine (9) 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 employee of the NFLPA shall be its Executive Director, who shall be charged with directing the NFLPA staff and be responsible for implementing the policies of the NFLPA as directed by the Board of Players Representatives and this Constitution.

(c) The Executive Officers and two (2) Former Players Board members appointed pursuant to Section 2.11 shall constitute the Executive Committee. The Former Players Board members shall have a voice but no vote on the Executive Committee.

4.02 The Executive 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, Treasurer and the nine (9) 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 Executive Director selection process shall be as follows:
(a) A Selection Committee shall be created, comprised of the President, Treasurer, nine (9) Executive Committee Vice Presidents, and the five (5) Player Representatives with the most "Years of Service" on the Board ("At-Large" members) to assist in the Executive Director selection process.

"Years of Service" shall be defined as the number of years serving as a Player Representative; in the event of a tie, Years of Service shall be the combined number of years as a Player Representative and Co-Alternate Player Representative, and if necessary followed by the number of Credited Seasons in the NFL. If an "At-Large" member is unwilling or unable to serve, or if such "At-Large" member is also currently serving as President, Treasurer or one of the nine (9) Executive Committee members, then the next longest serving Player Representative shall be selected. In no event shall there be less than sixteen (16) voting members. All members of the Selection Committee shall have a vote in the process.

(b) No later than thirty (30) days before any Board of Player Representatives meeting that is one (1) year prior to the Board meeting at which the term of the Executive Director is set to expire, the Executive Director shall submit a progress report on his/her goals and accomplishments during his/her term and review that report in a meeting with the Selection Committee ("Evaluation Meeting").

(c) No later than one (1) week after the Evaluation Meeting, the sitting Executive Director shall inform the Selection Committee as to whether he/she desires to continue to serve as Executive Director at the expiration of his/her term.

(d) If the sitting Executive Director indicates a desire to continue to serve as Executive Director, then no later than fifteen (15) days before any Board of Player Representatives meeting that is one (1) year prior to the Board meeting at which the term of the Executive Director is set to expire, the Selection Committee shall conduct a vote to determine whether the sitting Executive Director will continue to serve or to open the position up for election at the next scheduled Board of Player Representatives meetings. The vote may be conducted in person, by phone, or ballot. If an in-person meeting is held, members do not have to be present at the meeting to vote.

1. If twelve (12) or more members of the Selection Committee vote to have the sitting Executive Director serve another term, they shall inform the Board of Player Representatives, and the Executive Committee shall begin to negotiate with the Executive Director to extend his/her contract as specified in 4.04 (h).

2. If less than twelve (12) members of the Selection Committee vote to have the sitting Executive Director serve another term, then the question of whether or not the sitting Executive Director may continue to serve another term shall be put to a vote of the Board of Player Representatives at the Board meeting which is one (1) year

prior to the Board meeting at which the term of the Executive Director is set to expire, who shall determine by a majority vote whether the sitting Executive Director will continue to serve. If that vote results in an equal number of votes for and against the sitting Executive Director continuing to serve, proportional votes based on dues paying members on each Club per Section 5.06 will be applied to determine the result. If the Board of Player Representatives votes to have the sitting Executive Director serve another term, then the Executive Committee shall begin to negotiate with the Executive Director to extend his/her contract as specified in 4.04 (h). If a majority of the Board does not vote to have the sitting Executive Director serve another term, the position of Executive Director shall be considered open and the Selection Committee shall begin a selection process as outlined in 4.04 (e) - (i) below, however the sitting Executive Director may not be considered as a candidate as part of that process.

(e) If the position of Executive Director is open, the Search Committee (consisting of the current President, Treasurer, and nine Vice Presidents) shall conduct a search for qualified candidates and in so doing shall have the authority to use any resources or expertise necessary to assist them in securing such candidates (including, without limitation, the assistance of an executive search firm and a security firm to conduct security and background investigations of the candidates). The Search Committee shall give due consideration to all candidates recommended by any Player Representatives.

(f) The Search Committee shall submit to the Board the names of no fewer than two (2) and no more than four (4) persons they recommend as qualified candidates for the position of Executive Director. Those names shall be provided to the Board of Player Representatives at the start of the Board meeting at which the term of the sitting Executive Director is set to expire or earlier at the discretion of the Search Committee. In addition, they shall also publish to the Board any additional information as to procedures for and/or timing of the selection.

(g) A candidate must be selected by the majority of the Board of Representatives present and voting at the Board meeting (proportional votes based on dues paying members on each club). If no one candidate receives a majority, then the low vote getter is dropped, and a new vote is taken until a candidate receives a majority of the votes cast.

(h) The Executive Committee shall then negotiate an employment contract with the individual selected as the Executive Director; in doing so they will have the flexibility to enter into a contract the term of which shall be no less than three (3) years and no longer than five (5) years, as the Executive Committee deems appropriate.

(i) A candidate for the position of Executive Director need not be a member in good standing of the NFLPA.

(j) In the event of a vacancy in the position of Executive Director, the position will be filled in accordance with Sections 4.04 (e) - (i).

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

4.06

(a) 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.

(b) The Treasurer shall oversee the finances of the NFLPA with the assistance of the NFLPA staff.

4.07 The Executive Director shall be the principal administrative employee 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 or she 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 or she may authorize any officer, agent or employee of the NFLPA to sign, execute and acknowledge such documents or instruments in his/her 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 Treasurer, 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 Treasurer or 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/her term of office in accordance with Section 4.04 (h). The Executive Director shall, however, be subject to removal during his/her 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 Executive Officer to attend all regularly scheduled phone/video call meetings of the Executive Committee and the Board of Player Representatives, collective bargaining sessions, all meeting days of the Board of Representatives meetings (including the joint active-former player day and New Representatives meeting, if held), Leadership Summit, mid-year Executive Committee Meeting (usually held in June), the annual convention of the players, and any other event as determined by the President. They must also attend the activities surrounding at least one (1) of the following events: (i) Super Bowl; (ii) NFL Combine; or, (iii) any other event as determined by the President. For avoidance of doubt, a phone/video call meeting shall be considered "regularly scheduled" if notice of such phone/video call meeting has been sent no later than ten (10) days prior to the meeting.

Attendance will be kept for all meetings and events. Every year at the Board of Player Representatives meetings overall attendance from the prior year will be published to the Board.

An unexcused failure to attend three (3) phone/video call meetings in a year (from one annual Board of Player Representatives Meeting to the next, usually held in March) shall result in a written warning being sent alerting that an additional failure to attend shall result in automatic expulsion from office. An unexcused failure to attend four (4) phone/video calls in a year shall result in an automatic expulsion from office, notice of which shall be promptly sent.

An unexcused failure to attend one (1) of any mandatory activities or meetings described above, other than phone/video call meetings, in a year (from one Annual Board of Player Representatives Meeting to the next, usually held in March) shall result in a written warning being sent alerting that an additional failure to attend shall result in an automatic expulsion from office. An unexcused failure to attend two (2) of these other mandatory activities or meetings shall result in an automatic expulsion from office, notice of which shall be promptly sent.

All written warnings and notices of expulsion shall be sent by the NFLPA Executive Director and General Counsel on behalf of the Executive Committee.

An officer who is absent from any of the above meetings or activities may present his reasons for such absence to the Executive Committee at the next regularly scheduled phone/video call meeting, which absence shall be deemed excused if the Executive Committee, by a majority vote, finds good cause for such absence.

An expelled officer may appeal his expulsion to the Board of Player Representatives no later than thirty (30) days after receipt of notice of expulsion and he may be reinstated upon a finding by a majority vote of the Player Representatives of good cause shown.

In the event an officer is absent from any meetings it shall be his responsibility to contact the President as soon as possible after the meeting to obtain an update as to what transpired at the meeting.

4.11 The President, Treasurer, 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, Treasurer, or Vice President, 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 & EXECUTIVE COMMITTEE

5.00 Board of Representatives

5.01 The Board of Representatives shall consist of the President, Player Representatives, and Co-Alternate Player Representatives 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; selection 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, the Co-Alternate Player Representatives 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 Co-Alternate Player Representatives are 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 both the Player Representative and the Co-Alternate Player Representatives are unable 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 Co-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, Treasurer,

nine (9) Vice-Presidents and the two (2) Former Players Board members. The two (2) Former Players Board members shall have a voice but no vote in its deliberations and decisions. The Executive Director shall attend all meetings of the Executive Committee as a non-member and shall have a voice but no vote. 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. In addition, the Executive Committee may temporarily amend the NFLPA Regulations Governing Contract Advisors between meetings of the Board should it be necessary, but only after attempts to hold a meeting of the Board within seven (7) days of the Executive Committee's request for such meeting are unsuccessful; any such temporary amendment shall expire unless ratified at the next scheduled meeting of the Board.

5.10 A majority of the voting members 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 The Executive Committee will vote among its members whether to forward to the Board of Representatives any new Collective Bargaining Agreement which extends the term of an existing CBA or takes effect upon or after the end of an existing CBA ("new duration CBA"). If forwarded to the Board, any new duration CBA tentatively agreed to by the Board 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. The Board may transmit to the full membership its recommendation for ratification or rejection of such proposed collective bargaining agreement only upon a two-thirds (2/3) vote for such recommendation.

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 (which proposal does *not* extend the term of the existing CBA or take effect upon or after the end of the existing CBA), the Executive Committee will vote among its members whether to submit such amendment to the Board of Representatives. 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 (2/3) 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 (2/3) 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 side letters 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 & 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 an 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 & PROCEDURES

8.01 A member or officer may proffer charges against any other member of the NFLPA. The Executive Director and/or the President may initiate proceedings to remove from office any NFLPA Former Players Chapter President, Chairman of the Former Players Board of Directors or Former Players Board of Director who has engaged in conduct which is detrimental to the best interests of the NFLPA. In addition, the Executive Director and/or the President may initiate proceedings to dissolve a Former 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, officer, 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 X I:

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.



NFLPLAYERS

ASSOCIATION