

ARTICLE 21 OFFSEASON WORKOUTS

Section 1. Voluntary Workouts: No player shall be required to attend or participate in any offseason workout program or classroom instruction of a Club other than as provided in Article 22. Any other Club offseason workout programs and classroom instruction sessions shall be strictly voluntary and shall take place in the manner and time period set forth in this Article.

Section 2. Time Periods:

(a) Subject to the limitations in Subsections (c) and (d) below, from the end of the previous NFL season until the opening of training camp, Clubs may schedule or conduct offseason workout programs as follows. If a Club hires a new head coach after the end of the prior regular season, that Club may schedule or conduct an offseason workout program for no more than nine total weeks, with eight of the weeks required to be consecutive and subject to Article 22, Section 3, to be completed over a twelve-week period. All other Clubs may schedule or conduct offseason workout programs for no more than nine consecutive total weeks, to be completed over a ten-week period. In either case, Clubs may schedule no more than four workouts per week for any individual player. Such workout programs shall not be permitted on weekends. Nothing herein shall prevent a Club from permitting an individual player to work out on his own prior to the commencement of the Club's official offseason workout program using the Club facilities if the player wishes to do so, except that no club official may indicate to a player that such individual workouts are not voluntary, or that a player's failure to participate in such workouts will result in the player's failure to make the Club (or that a player's failure to participate in a workout program or classroom instruction will result in the player's failure to make the Club or result in any other adverse consequences affecting his working conditions).

(b) Prior to the commencement of the Club's official offseason workout program:

- (i) players may not receive daily workout payments or workout bonuses of any kind, and may not be paid or reimbursed expenses for travel, board or lodging;
- (ii) players are not permitted to participate in Club-supervised workouts, Club-supervised practices, group or individual meetings with coaches, group or individual film study with coaches, or group or individual playbook study with coaches;
- (iii) players' activities may not be directed or supervised by any coaches, except that the Club's strength and conditioning coaches may direct an individual player's workout in the weight room and may supervise use of the weight room to prevent injury and to correct misuse of equipment;
- (iv) players may participate on a voluntary basis in Club-sponsored individual or group activities and instruction at the Club facility related to diet, nutrition, wellness, yoga, aerobics, swimming or other similar types of therapeutic exercise;
- (v) notwithstanding anything to the contrary in this Article, Clubs may provide players with video for viewing by the player away from the Club facility. The video may be distributed to players by external hard drive, downloading to the player's personal or Club-provided electronic device, or by providing the player with access to the Club's game video database, so long as no player is rewarded or disciplined based upon the frequency or duration of his use of such database. The video

may include coaching or instructional voiceovers or audio content, superimposed diagrams, schematics, or written commentary. In addition, nothing herein shall prevent a Club from permitting an individual player to work out on his own on weekends after the Club's official offseason program has commenced, or at any time after the Club's official offseason workout program has ended, using Club facilities if he wishes to do so, subject to the restrictions set forth in Subsections 2(b)(i)-(iii) above, except that no Club official may indicate to a player that such individual workouts are not voluntary, or that a player's failure to participate in such workouts will result in the player's failure to make the Club (or that a player's failure to participate in a workout program or classroom instruction will result in the player's failure to make the Club or result in any other adverse consequences affecting his working conditions).

(c) Each Club's official nine-week offseason workout program shall be conducted in three phases, as follows:

(i) **Phase One.** Phase One shall consist of the first two weeks of the Club's offseason workout program. Subject to the additional rules set forth in Section 5 of this Article, Phase One activities shall be limited to strength and conditioning and physical rehabilitation only. During Phase One, only full-time or part-time strength and conditioning coaches, who have no other coaching responsibilities with the Club, shall be allowed on the field; no other coaches shall be allowed on the field or to otherwise participate in or observe activities. No footballs shall be permitted to be used (only "dead ball" activities), except that (1) quarterbacks may elect to throw to receivers provided they are not covered by any other player; (2) kickers, punters, PAT/field goal holders, and long snappers may use footballs on the field for kicking, punting, snapping or holding without the involvement of any other players; (3) returners may field punts and kickoffs provided they are not covered by any other player; (4) JUGGS machines may be used for pass catching, punt returns, and kickoff returns. Players cannot wear helmets during Phase One, except that players using JUGGS machines may wear helmets for safety purposes if the player so desires. During all three phases of a Club's offseason workout program, participating players may meet with members of the Club's Player Engagement staff and may attend NFL/NFLPA jointly-sponsored educational sessions.

(ii) **Phase Two.** Phase Two shall consist of the next three weeks of the Club's offseason workout program. Subject to the additional rules set forth in Section 5 of this Article, during Phase Two all coaches shall be allowed on the field. On-field workouts may include (1) individual or group instruction and drills during which offensive players may hold shields or bags for offensive players and defensive players may hold shields or bags for defensive players; (2) "perfect play" drills (e.g., offense or defense only, but not offense vs. defense), or special teams drills on a "separates" basis (e.g., kicking team or return team only, but not kicking team vs. return team); (3) drills and plays conducted with offensive players lining up across from offensive players and defensive players lining up across from defensive players with each group permitted to align eleven or fewer players across from eleven or fewer players. Players on one side of the ball may execute a play, but players on the opposite side of the ball may not initiate contact with, or attempt to impede the progress of, players who are running the play (such drills and plays shall be conducted at an acceptable walkthrough pace (i.e., Pro Bowl practice pace), as demonstrated in a video jointly approved by the parties); and (4) JUGGS machines may be used

for pass catching, punt returns, and kickoff returns. No live contact or team offense vs. team defense drills are permitted. No offense vs. defense drills are permitted (e.g., no one-on-one offensive linemen vs. defensive linemen pass rush or pass protection drills, no wide receivers vs. defensive backs bump-and-run drills, and no one-on-one special teams drills involving both offense and defense are permitted.) Players may wear jointly-approved protective shirts during Phase Two but cannot wear helmets, except that players using JUGGS machines may wear helmets for safety purposes if the player so desires. The on-field time limit for Phase Two begins when coaches begin to coach a player or players on the field.

(iii) **Phase Three.** Phase Three shall consist of the next four weeks of the Club's offseason workout program. Subject to the additional rules set forth in Subsections 5(a) and 5(c) of this Article and Appendix G to this Agreement, during Phase Three each Club may conduct a total of ten days of organized team practice activity ("OTAs" or "OTA days"). The restrictions set forth in Subsection 5(b) of this Article shall not apply to OTA days. The Club may conduct a maximum of three days of OTAs during each of the first two weeks of Phase Three. A maximum of four days of OTAs may be conducted during either the third week or the fourth week of Phase Three, with the Mandatory Veteran Minicamp (Article 22, Section 2) to be held during the other week. During weeks in which the Club conducts only three days of OTAs, the Club may also conduct a fourth day of non-OTA workouts, but such activities shall be subject to the rules governing Phase Two workouts, as set forth in Subsection 2(c)(ii) of this Article. During Phase Three, all coaches shall be allowed on the field. No live contact is permitted. No one-on-one offense vs. defense drills are permitted (i.e., no offensive linemen vs. defensive linemen pass rush or pass protection drills, no wide receivers vs. defensive backs bump-and-run drills, and no one-on-one special teams drills involving both offense and defense are permitted) except that, outside of the 10-yard line, simulated press coverage is permitted using hand placement (versus jamming) during 11-on-11 drills and related position group one-on-one drills (e.g., footwork and release work (no "live-contact" or "bump-and-run"). During simulated press coverage drills, hand contact between a defensive player and a receiver is permitted provided the defensive player does not impede the receiver or alter his route and no live contact occurs. The NFL shall provide a video that is jointly approved by the parties demonstrating permissible press coverage and one-on-one drills. In addition to on-field activities permitted during Phase Two of a Club's offseason workout program, special teams drills (e.g., kicking team vs. return team) are permitted, provided no live contact occurs. Team offense vs. team defense drills, including all drills listed in Appendix G to this Agreement, are permitted, provided no live contact occurs. Clubs may require players to wear helmets; players may wear jointly approved protective shirts; no shells are permitted during Phase Three of the Club's offseason workout program or any minicamp. The on-field time limit for Phase Three begins when coaches begin to coach a player or players on the field. In the event that a Club begins an on-field OTA practice but such practice is discontinued within sixty minutes of its commencement due to inclement weather or for any reason beyond the Club's control, the practice may be rescheduled on another day within the nine-week limit for offseason workouts unless the Club has an indoor practice facility, in which case the practice must be resumed and completed, if at all, on the same day in the Club's indoor facility, provided that the Club shall have a reasonable period of

time to relocate players and equipment. In such a case the NFL will notify the NFLPA on a same-day basis that the practice was interrupted. If the Club does not have an indoor facility and wishes to reschedule the practice, the NFL will consult with the NFLPA before the practice is rescheduled.

(d) Each year offseason workout programs cannot begin prior to the first Monday in April for Clubs that have hired a new head coach after the end of the prior regular season, and cannot begin prior to the third Monday in April for all other Clubs. Each year on a date to be agreed upon by the parties, but no later than twenty-one days before the scheduled commencement of a Club's program, each Club shall provide the NFL and the NFLPA with the Club's schedule for its offseason workout program that year, and shall advise the NFL and the NFLPA in writing in advance of any changes to that schedule; if the NFL provides such information to the NFLPA, the Club's obligation under this sentence shall be deemed satisfied.

Section 3. Payment:

(a) Each player shall receive at least the following amounts per day for any workouts or classroom instruction in which he participates pursuant to a Club's voluntary offseason workout program, provided the player fulfills the Club's reasonable offseason workout requirements: \$235 (2020 League Year), \$275 (2021 League Year), \$295 (2022–23 League Years), \$315 (2024–25 League Years), \$340 (2026–27 League Years), \$365 (2028–29 League Years), and \$390 (2030 League Year), respectively. Players are required to complete three out of four scheduled workouts, including any scheduled OTAs, per week in order to be paid for any workout the player completes in that week, except that if there are fewer than four (4) scheduled workouts in a week the player will be paid for each workout in which he participates. A player can only be paid for offseason workouts pursuant to the terms of an executed offseason workout addendum, which shall be part of the player's NFL Player Contract and in the form set forth in Appendix P to this Agreement. A player under contract participating in a Club's offseason workout program shall be deemed to be participating under the applicable agreement set forth in Appendix P to the CBA. A player subject to a Required Tender by a Club, but who has not signed a Player Contract, or an Unrestricted Free Agent whose Player Contract with that Club has expired may be invited to participate in that Club's offseason workout program, but must sign an Offseason Workout and Minicamp Participation Agreement prior to his participation in such activities. Players who are under contract or subject to a Required Tender to an NFL Club and who participate in a Club's offseason workout program may also receive expenses for travel, board, and lodging subject to the terms and conditions set forth in Article 13, Section 6(e)(iv)(3).

(b) In the event a Club elects to conduct an offseason workout program pursuant to Article 21 of this Agreement, any contract term in the NFL Player Contract of a player who, prior to the start of such program, has four or more Accrued Seasons, as defined in Article 8, Section 1, and which term is contingent, in whole or in part, upon the player's participation in the offseason workout program (e.g., without limitation, an offseason workout bonus or other contract provision) shall be subject to individual negotiation between the player and the Club; provided, however, that any such agreement may not require the player's participation in more than 84.375% of the scheduled workouts

(e.g., 27 of the 32 total offseason workouts, eight weeks times four days per week) permitted in Article 21, Sections 2(b)(i)-(iii). Any such agreement must be included in the player's contract prior to the commencement of the Club's offseason workout program.

Section 4. Injuries: Any player injured during offseason workouts will be protected in the same manner as if injured during the Club's preseason training camp, provided he is working out at the Club's facility under the direction of a Club official.

Section 5. Miscellaneous:

(a) No Club official may indicate to a player that the Club's offseason workout program or classroom instruction is not voluntary (or that a player's failure to participate in a workout program or classroom instruction will result in the player's failure to make the Club or result in any other adverse consequences affecting his working conditions). Contact work (e.g., "live" blocking, tackling, pass rushing, bump-and-run) is expressly prohibited in all offseason workouts. All Clubs, coaches and other Club officials shall follow all of the rules regarding offseason workouts set forth in Appendix G hereto.

(b) During the offseason program period, except for the ten days of organized team practice activity and minicamps, players may be (1) at the Club facility no more than four hours per day, no more than four days per week, and not during weekends; and (2) on the field no more than ninety minutes per day. In addition, the Club may not specify to any player more than two specific hours a day during which it suggests that the player be at club facilities. Any player participating in an offseason workout program may select the other two hours in which he wishes to attend to conduct his weight training, etc., as long as he does so during the hours of operations of the Club's weight room. During the ten days of organized team activity, players may be (1) at the Club facility no more than six hours per day; and (2) on the field no more than two hours per day. Time limits at the Club facility and on the field for minicamps and for players participating in a Club's Rookie Football Development Program shall be as set forth in Article 22 of this Agreement.

(c) Clubs shall film all three Phases of the on-field workout sessions and shall maintain a copy of such films until thirty days after the start of the regular season. The NFLPA may view such films (after signing a confidentiality agreement satisfactory to the NFL at the start of each League Year of this Agreement) upon the filing of a complaint alleging a violation of this Article; provided, however, that in addition to the foregoing the NFLPA may request video from any practice without first initiating a formal proceeding. Any such requests shall be limited to four (4) Clubs per week and no more than four (4) requests for any individual Club in the same League Year. All such requests shall be made by electronic mail to the NFL Management Council, which will procure the requested video and forward it to the NFLPA as soon as practicable.

(d) In all Phases of the offseason program, the on-field time limit begins when any coach begins to coach a player or players on the field, except that, during OTAs, players may stretch for up to 15 minutes prior to practice with the aid of strength and conditioning coaches (with no other coaches permitted on the field). This time will not count against the two-hour on-field time limit for OTA practices.

Section 6. Pre-Training Camp Period: During the period beginning with the end of the offseason program and ending with the mandatory reporting date for preseason training camp for veteran players (as provided in Article 23, Section 5(a)-(c)), or such date for Rookies or first-year players (as provided in Article 23, Section 5(e)), as applicable, no such player shall be permitted to participate in any organized workouts or organized football activity of any kind, or any football activity with any coach, on either a voluntary or involuntary basis, in connection with or on behalf of the Club or a Club Affiliate. Notwithstanding the preceding sentence, during the five consecutive days immediately prior to the mandatory veteran reporting date for each Club's preseason training camp (as specified in Article 23, Section 5(a)-(c)), no veteran player (other than (i) quarterbacks and (ii) other players who (1) were on the Injured Reserve, Physically Unable to Perform or Nonfootball Injury or Illness list at the end of the previous season; or (2) failed a physical examination given by a team physician at any time after the last game of the previous season; or (3) sustained a football-related or nonfootball-related injury or illness during the offseason; or (4) had surgery during the offseason regarding a football or nonfootball-related condition regardless of when such condition arose) shall be permitted to participate in any organized workouts or other organized football activity of any kind, or any football activity with any coach, on either a voluntary or involuntary basis, in connection with or on behalf of the Club or Club Affiliate. (Except that a player in categories (ii)(1)–(4) above who fully participates in all Phase Three activities and the Mandatory Veteran Minicamp during the club's offseason workout program shall not be permitted to participate during this five day period.) This prohibition shall apply notwithstanding any other provision of this Agreement, or any provision in any Player Contract. Notwithstanding the above, nothing in this Section shall prevent any player from using any Club facility, subject to League rules and the Club's permission, to work out on his own at any time on a voluntary basis without the participation of any coach, trainer or other Club personnel except that the Club's strength and conditioning coaches may direct a player's individual workout in the weight room and may supervise use of the weight room to prevent injury and correct misuse of equipment. Nothing in this Section shall prohibit organized player activity in personal appearances or promotional activities on behalf of the Club or the League that the player has agreed to.

Section 7. Rookie Premiere: Invited Rookies will be permitted by their respective Clubs to attend the NFL Players Rookie Premiere provided that: (i) such event is scheduled during the month of May; (ii) such event encompasses a maximum of four consecutive days, including both a Saturday and a Sunday; and (iii) the NFLPA provides the NFL with the dates for the next Rookie Premiere not later than February 1 of each year.

Section 8. Enforcement:

(a) The head coach and the Club, who are jointly responsible for any conduct in violation of Sections 1, 2, 5 or 6 of this Article (including but not limited to the rules in Appendix G), shall be subject to a fine to be determined by the Commissioner, which fine(s) shall not be reimbursable by the Club or any other person. The NFLPA and any player involved in any such violation shall each have the right to enforce Sections 1, 2, 5 or 6 of this Article (including but not limited to the rules in Appendix G), through an

expedited arbitration proceeding before the Impartial Arbitrator. Any head coach or Club that is the subject of a proceeding under this Section shall have the right to participate in the proceeding and to present a defense.

(b)(i) The NFL and the NFLPA shall each designate one or more representatives to investigate claims of violations of the rules set forth above or any other rules set forth in this Agreement relating to offseason workouts. At the request of either party, these representatives will inspect appropriate areas of Club facilities without notice to the Club and, upon request from any representative, shall be provided, as quickly as reasonably possible, with a copy of all tape, film, other recorded evidence, or other documentation any representative deems relevant to any possible violation.

(ii) Within forty-eight (48) hours of the commencement of a complaint by the NFLPA to the NFL, or sooner if practical, the Executive Director of the NFLPA and the NFL Executive Vice President Labor & League Counsel shall be advised of the status of the complaint and these persons shall attempt to determine if a violation occurred. If they are unable to agree upon the outcome, the matter will be immediately referred to the Impartial Arbitrator who will render a decision within forty-eight hours of the submission of the dispute.

(c) As soon as practicable after the commencement of any proceeding before the Impartial Arbitrator, the NFLPA shall be provided with a copy of all tape, film, other recorded evidence, or other documentation of any workout that is the subject of the proceeding if such materials have not already been produced to the NFLPA pursuant to Subsection (b)(i). If the Club fails to produce such materials then the Club's next scheduled week of OTAs shall automatically be cancelled pursuant to Subsection (d)(ii) below, unless the Club proves that its failure to produce such materials is due to circumstances beyond the Club's control.

(d)(i) **Commissioner Fines.** In the event that the Arbitrator finds any violation of Sections 1, 2, 5 or 6 of this Article (including but not limited to the rules in Appendix G), or in the event that the NFL and the NFLPA agree that a violation has occurred as provided under Subsection (d)(ii) below, the head coach shall be subject to a fine in the amount of \$100,000 for the first violation, and \$250,000 for a second violation, and the Club shall be subject to a fine in the amount of \$250,000 for the first violation and \$500,000 for a second violation. If such a violation is found by the Arbitrator, or the NFL and the NFLPA agree that such a violation has occurred, the Commissioner in his sole discretion: (1) may promptly fine the head coach and the Club in the amounts specified above; or (2) after consultation with the Executive Director of the NFLPA, may fine the head coach and the Club some lesser amount, or no amount, if the Commissioner determines that (A) the conduct of the head coach and the Club were based upon a good faith interpretation of Sections 1, 2, 5, 6 or 8 of this Article or the rules set forth in Appendix G; or (B) did not constitute a material violation of such Sections. Any fines assessed by the Commissioner pursuant to this Subsection shall be donated as follows: Fifty percent to the Gene Upshaw Players Assistance Trust, and fifty percent to the Player Care Foundation. The NFL shall promptly provide the NFLPA with written evidence that the fine has been paid and donated in accordance with this Section.

(ii) **Other Penalties.** If the arbitrator determines that a violation has occurred, or if the Executive Director of the NFLPA and the NFL Executive Vice President

Labor & League Counsel agree that a violation has occurred, the Club's next scheduled week of OTAs shall be cancelled, excluding minicamps. If the arbitrator finds, or the Executive Director of the NFLPA and the NFL Executive Vice President Labor and League Counsel agree, that two separate violations of these rules occurred in the same League Year, the Club's next scheduled week of OTAs shall also be cancelled, excluding minicamps, and the Commissioner shall cause the Club to forfeit a fourth-round draft selection in the next draft in which the Club has such a selection. The penalties described in the immediately preceding two sentences shall be imposed whether or not the Commissioner imposes a fine under Subsection 8(d)(i) of this Article.

(iii) For each League Year after the 2020 League Year, the fine amounts described in Subsection (i) above shall be adjusted by the same percentage as the change in Projected AR for that League Year compared to the Projected AR for the prior League Year up to a maximum of ten percent (10%) per League Year.

(e) In the event any week of the Club's offseason workout program, excluding minicamps, is cancelled, no player may work out at any team facility during the cancelled week. However, in such event, players participating in the Club's offseason program shall be deemed to have participated in the required number of days for the cancelled week in order to qualify for offseason workout pay or any workout bonuses. No conduct occurring prior to the date upon which any arbitration proceeding is filed before the Impartial Arbitrator under these rules may serve as the basis for a finding of a second violation by a Club. A second violation by a Club in the same League Year must be predicated upon facts arising after the grievance alleging the first violation has been filed. Any violation that occurs in the last week of the Club's offseason workout program will result in a loss of the Club's first week of OTAs (3 OTAs) in the next offseason; provided, however, this carry-over cancellation will not constitute an independent violation in the next offseason. If the Club hires a new head coach after the offseason in which the violation occurs, the cancellation will not carry over for that Club; however, if the terminated head coach is hired by another NFL Club as a head coach, the carry-over cancellation will be assessed against the hiring Club in that offseason.

(f) Except as provided above, these limitations on offseason workouts shall not preclude any player from working out on his own at any time, including weekends. By agreeing to the sanctions in this Section, the parties have not waived or affected in any way their respective positions as to the issue of the Commissioner's authority to impose discipline, including the forfeiture of draft choices, for conduct within the scope of his authority under the NFL Constitution and Bylaws.

(g) The NFLPA may designate representatives who can make unannounced visits to Teams to investigate compliance with the provisions of this Article, Articles 22–24, and Appendix G. Such representatives may make no more than eight total such visits per Club in a League Year. The Club will provide the representative with access to the practice field, the locker room, the players' dining facility, and a conference room if requested. The representative shall not have access to the Club's training room or medical

facilities during these visits. The representative shall be permitted access to the Club's weight room in the sole discretion of the head coach.

Section 9. Offseason Participation Contract:

(a) A player subject to a Required Tender by a Club, but who has not signed a Player Contract, or an Unrestricted Free Agent whose Player Contract with that Club has expired, may enter into an Offseason Workout Program and Minicamp Participation Agreement in order to participate in the offseason workout program and Minicamp(s) of that Club in the form set forth in Appendix Q to this Agreement. The standard Participation Agreement is set forth in Appendix Q to the CBA. A copy of all Participation Agreements shall be submitted to the NFL, which shall provide a copy to the NFLPA. This Section shall not apply to a Rookie subject to the Required Tender specified in Article 6, Section 3. The parties shall discuss and agree to the appropriate form of a participation agreement for such players.