



## **2020 Offseason Workout Programs and Minicamps**

The following rules shall apply only to the 2020 Offseason and to no other Offseasons under the 2020 CBA:

### **I. Overview**

In general, as explained more fully below, the modified rules provide for a bifurcated offseason program for all NFL Clubs. During the period that Club facilities remain closed, Clubs may conduct classroom instruction, workouts, and nonfootball educational programs using Skype, or any other appropriate platform, on a “virtual” basis (the “Virtual Period”).

When Club facilities reopen, Clubs may resume offseason workout programs, including all permissible on-field activities, under customary CBA rules (the “On-Field Period”). The reopening of Club facilities will occur in accordance with protocols established by the League, in conformity with federal, state and local rules and regulations, and only after consultation with the NFLPA, which will be promulgated to Clubs at the appropriate time. In the event that one or more NFL Club facilities remain closed for any period of time, all Club facilities will remain closed during that period.

### **II. Player Participation**

As in prior years, player participation in offseason workout programs remains strictly voluntary. 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 the Virtual Period or the On-Field Period will result in the player’s failure to make the Club, or in any other adverse consequences affecting his working conditions.

The Management Council will issue a separate memorandum to Clubs concerning the submission of schedules for offseason workouts and minicamps and will take appropriate and customary steps to ensure that Clubs comply with the provisions described in the preceding paragraph.

### **III. Program Dates**

Under the Collective Bargaining Agreement, no Club is required to hold an offseason workout program in any League Year. If a Club elects to do so in a normal year, its offseason workout program is governed by the requirements of Article 21, Sections 2(b) (i) – (iii), which prescribe permissible on-field activities during Phase One, Phase Two and Phase Three of the Club’s program.



Obviously, however, this is not a normal year. This year, classroom instruction and on-field activities that customarily take place at the Club facility under a familiar and well-organized regimen are being supplanted by on-line classroom instruction and virtual workouts for an indeterminate period. Opinions will vary from Club to Club concerning the desirability and utility of continuing a virtual program for a nine-week period, if that scenario eventuates.

Similarly, players are entitled to some measure of certainty regarding the payment of minimum daily amounts and offseason workout bonuses, as well as the rights and obligations of players and Clubs in the event a player is injured during a virtual workout away from the Club facility. For those reasons, we are providing Clubs with the following clarifications regarding the effects of a bifurcated program upon the rights and obligations of players and Clubs under the Collective Bargaining Agreement.

First, No club is required to participate in the April 13 – May 15 Virtual Period. Similarly, a Club may elect to conduct on-line classroom instruction only (i.e., the Club may decline to conduct virtual workouts). However, if a Club elects to participate in any aspect of the Virtual Period, participating players must be paid the \$235 daily minimum amount and players with offseason workout bonuses must be credited for their participation in those sessions.

Second, If a Club begins, but subsequently discontinues, its participation in the April 13 - May 15 Virtual Period, players will not be paid the daily minimum amount for the cancelled weeks.

Third, If a Club declines to participate in the April 13 – May 15 Virtual Period, the Club will be precluded from conducting an offseason workout program after the conclusion of the Virtual Period (May 15), either on a virtual basis, or on an on-field basis if all NFL Club facilities have reopened.

If the Club begins but subsequently discontinues its participation in the offseason workout program during the final six weeks of the program (i.e., on or after May 18), players will not be paid the daily minimum amount for any cancelled weeks.

Fourth, If a Club begins but discontinues its participation in the April 13 – May 15 Virtual Period, the Club cannot “bank” the unused or cancelled weeks for use after the Virtual Period has concluded (May 15), either on a virtual basis or on an on-field basis.

As to the three weeks of the April 13 – May 15 Virtual Period, the rule is “use them or lose them.” For the sake of clarity, after the conclusion of the Virtual Period, all NFL Clubs will have a total of six weeks remaining in their offseason workout programs, for use on a virtual basis, or on an on-field basis if all NFL Facilities have reopened.



These arrangements are intended to eliminate speculation by Clubs as to whether they should or should not participate in the Virtual Period for the purpose of attempting to preserve all available on-field time after Club facilities have reopened, while at the same time providing all Clubs with some measure of discretion concerning the composition of its offseason workout program.

Fifth, Any player who is injured during a virtual workout away from the Club facility will be protected in the same manner as if injured during preseason training camp, provided (i) he is working out pursuant to the instructions provided by a Club official; and (ii) he promptly reports such injury to the Club physician or athletic trainer.

If a Club declines to conduct virtual workouts, the Club may nevertheless provide players with a workout protocol and/or videotaped demonstrations and instructions for (i) complete training sessions, including the types of lifts or other exercises and the prescribed number of repetitions; and (ii) other exercise programs, such as yoga, aerobics, or other types of therapeutic exercise.

For the sake of clarity and avoidance of doubt, if a player elects to utilize these materials, and the workout is one which is required for the player to receive his daily per diem and/or bonus, and if the player is injured while working out on his own in accordance with those materials, the injury will be considered a football-related injury.

On the other hand, if a player elects to utilize a workout protocol and/or materials provided by his Club, but which are not required by the Club in order to receive his per diem and/or to qualify for any bonus(es), any injury incurred during such workout will be considered a nonfootball-related injury so long as these limitations are clearly provided in writing when the workout materials are sent to player.

Any participation by players in such activities is strictly voluntary, and no Club official may indicate otherwise, or may state or indicate that the failure to participate in such activities will result in the player's failure to make the Club or in any other adverse consequences affecting his working conditions.

Sixth, All players under contract to a Club must be invited to participate in the Club's offseason workout program on a strictly voluntary basis. However, if the Club elects to hold virtual workouts during any period of its program, the Club, in its sole discretion, may excuse from the virtual workouts any player: (i) who has been certified by the Club Physician as a candidate for the Injury Protection Benefit for the 2020 League Year; (ii) any Player signed as a free agent (including any undrafted rookie free agent) by the Club after the start of the 2020 League Year who has not passed his physical examination, as required by his NFL Player Contract, including any Signing Bonus or Injury Guarantee provisions; and (iii) any player selected in the 2020 College Draft



(whether or not the player has executed an NFL Player Contract) who has not passed his physical examination, as required by his NFL Player Contract, including any Signing Bonus or Injury Guarantee provisions.

Notwithstanding the preceding paragraph, if a Club does not excuse any player in categories (i), (ii), or (iii) above from participating in virtual workouts (i.e., the Club invites the player to participate in such workouts), the player, in his sole discretion, may decline to participate or, in the alternative, the player may agree to participate subject to an agreement with the Club regarding the payment of signing bonus and/or the vesting of Salary guarantees in the event the player is injured during a virtual workout.

By way of example, without limitation to other examples, the player and the Club may agree that in the event the player sustains a football-related injury while participating in a virtual workout prior to passing a physical examination by the Club physician at the Club facility and, upon reporting to the Club, the player is unable to pass the physical at that time as the result of such injury, the player will be paid an agreed-upon percentage of his signing bonus at that time and will be entitled to earn the remaining amount of the bonus provided he passes the physical at a later date. A similar agreement may be negotiated regarding the progressive vesting of Salary guarantees.

If the player and the Club are unable to reach an agreement concerning the effect of such an injury upon the player's entitlement to signing bonus and/or the vesting of Salary guarantees, then the player may decline to participate in virtual workouts. Absent such an agreement, defining the parties' respective rights and obligations with respect to the payment and/or retention of a signing bonus and/or the vesting of a Salary guarantee in case of injury sustained during the virtual workout, the Club is free to prohibit the player's participation.

For the sake of clarity and avoidance of doubt, if a Club excuses a player from virtual workouts and declines to negotiate such a provision, the player will not be entitled to participate.

If a player is excused from virtual workouts or declines to participate in such workouts as described above, but participates in on-line classroom instruction, and any physical rehabilitation program arranged by the Club away from the Club facility in lieu of virtual workouts, he will be paid the \$235 daily minimum amount for each day he participates.

Subject to the foregoing terms and conditions, set forth below is the schedule for the 2020 nine-week offseason workout program.



*April 13:* Clubs that hired a new head coach after the end of the 2019 season may begin the Virtual Period for three consecutive weeks, plus a voluntary veteran minicamp, for a total of four weeks.

*April 20:* All other Clubs may begin the Virtual Period for three consecutive weeks.

*April 27:* No Club may begin the Virtual Period after this date.

*May 15:* Virtual Period ends for all Clubs, unless it has already been discontinued as the result of the reopening of all NFL Club facilities.

*May 18:* Each Club may elect to continue its offseason workout program beginning on May 18, either under a virtual format or under an on-field format, depending upon conditions. The Virtual Period will end and the On-Field Period will begin for all Clubs at any point during the offseason workout program when all NFL Club facilities have reopened.

*June 26:* All offseason workout programs end for all Clubs.

#### **IV. Payment**

Subject to the provisions of Section III above, in the 2020 League Year, a veteran player will receive a minimum of \$235 for each day he participates in the Virtual Period or the On-Field Period of the Club's offseason workout program, subject to all other terms and conditions of Article 21, Section 3 (Payment), which remain unchanged.

Each rookie player will receive a minimum of \$135 for each day he participates in the Club's Rookie Football Development Program, subject to all of the terms and conditions of Article 22, Section 8(b).

Notwithstanding any other provision of this agreement, if a Club elects to conduct any portion of an offseason workout program, virtual or otherwise, then the specified participation requirement (e.g., 75%, a stated number of workout days, etc.) applicable to any contract term contained in a player's contract that is contingent upon the player's participation in the Club's offseason workout program (e.g., offseason workout bonus, Salary escalator, Salary de-escalator) will be based upon the Club's total number of completed offseason workouts (virtual or otherwise).

For example, if a player's contract includes a \$90,000 offseason workout bonus that is contingent upon the player participating in 75% or 24 of a Club's 32 offseason workouts, but the Club completes only 24 workouts during its program, and the player



participates in 18 of the Club's 24 completed workouts, then the player will be paid \$90,000 upon completion of the offseason program.

Any contract term contained in a player's contract that, in addition to requiring a player's participation in a specified portion of the Club's offseason workout program, is also contingent upon the fulfillment of one or more other conditions (e.g., an offseason workout bonus that is also contingent upon a player reporting to and participating in the Club's mandatory veteran minicamp and reporting in a timely manner to Club's preseason training camp) will be earnable if, but only if, the player fulfills all stated conditions.

If a player's contract contains a contract term that is contingent in part upon the player's participation in the Club's organized team practice activities ("OTAs") and/or the Club's mandatory veteran minicamp, but the Club elects not to conduct or is unable to conduct such activities, the player will be deemed to have met these conditions for the purpose of determining whether or not the requirements of such contract term have been achieved.

Additionally, in the event that a player's contract contains a contract term that is contingent, in whole or in part, upon the player's timely reporting to and/or participation in the Club's preseason training camp, but the Club's preseason training camp is delayed or does not occur, the player shall be deemed to have fulfilled the timely reporting condition provided he reports to the Club's facility on the earliest required reporting date for any preseason training camp in accordance with protocols established by the League and in consultation with the NFLPA and shall be deemed to have fulfilled the participation condition if he fulfills all requirements of any preseason training camp that is held. If no preseason training camp is held by the Club, the player shall be deemed to have fulfilled any contract terms relating to reporting to or participating in training camp.

Daily minimums for veterans and rookies and for offseason workout bonuses will be charged to Team Salary in the customary manner.

## **V. The Virtual Period**

As in prior years, offseason workout programs may be conducted for no more than four days per week, and no more than four hours per day. As noted, in the 2020 League Year the nine weeks need not be consecutive.

During the Virtual Period, Clubs may conduct classroom instruction, workouts, and nonfootball educational programs on a virtual basis.



If a Club elects to conduct virtual workouts, the Club may contact individual players in order to determine the type of workout equipment to which the player currently has access, and to ascertain the player's willingness to wear a monitoring device that will enable him to demonstrate to the Club that he has completed the requirements of his virtual workout during the offseason workout program, as required by Article 21, Section 5(b).

After completing this survey, Clubs may arrange to send individual players additional workout equipment (e.g., kettlebells, resistance bands, TRX bands, medicine balls, sliders, etc.), as well as any monitoring device that the player has agreed to wear (e.g., Push Strength, Apple Watch, FitBit, or other similar device).

The combined cost of any workout equipment and monitoring device sent to any individual player cannot exceed \$1,500, excluding any associated shipping costs. In the alternative, a Club may send a player a check not to exceed that amount for the purchase of such items. Each Club is required to track all costs associated with the purchase of workout equipment and monitoring devices and to provide the Management Council with documentation of those expenditures at the conclusion of the Club's offseason program.

Any Club that has hired a new head coach after the 2019 regular season will be permitted to hold a voluntary minicamp for veteran players during the April 13 – May 15 Virtual Period.

By way of example, a new head coach may elect to hold three consecutive weeks of virtual activities during the period from April 13 to May 1, followed by a three-day virtual voluntary veteran minicamp beginning on May 4. During the minicamp, the Club may conduct on-line classroom instruction, virtual workouts, and nonfootball educational programs for a period not to exceed four hours per day for any player.

During the period between the end of the Virtual Period or voluntary veteran minicamp and May 18, any interaction between players and Club personnel would be governed by the rules set forth in Article 21, Section 2(b). If the Club resumes its program on May 18 for a period of six consecutive weeks, the program would end on June 26.

By way of further example, a returning head coach may elect to hold three consecutive weeks of virtual activities during the period from April 27 to May 15. The Club may then continue its offseason workout program on May 18 for a period of six consecutive weeks. If the Club resumes its program on May 18, it would end on June 26.





Each Club is required to provide the Management Council with its offseason schedule prior to the start of the Club's offseason workout program. Any Club that plans to start its offseason workout program on Monday, April 13 must inform the Management Council of its offseason schedule no later than 10:00 a.m., New York time, on April 13. All other Clubs must inform the Management Council of their offseason schedules no later than 11:59:59 p.m., New York time, on the second day prior to the start of their programs (e.g., for a Club that plans to begin its program on April 20, no later than 11:59:59 p.m., New York time, on April 18). The Management Council will forward the schedules to the NFLPA on a same day basis.

Notwithstanding anything to the contrary in Article 21, Section 5(b), during any period of a Club's offseason workout program in which Clubs are limited to conducting virtual activities, the rule that permits a player to select the remaining two hours of his four-hour time limit in which to complete the requirements of his workout (e.g., weight training and/or conditioning) remains in place. The Club and the player must agree upon the method by which the player will demonstrate to the Club's satisfaction that he has completed the requirements of his virtual workout.

As a result, Clubs are permitted to promulgate a daily schedule of directed activities (e.g., classroom activities), which may not exceed two hours. The two hours of directed activities must be scheduled during a two-hour window between 11:00 a.m. and 3:00 p.m., New York time. Any player participating in virtual workouts at the Club's direction must coordinate with the Club the specific dates and times of those workouts.

If virtual workouts are conducted at the Club's direction, the Club and player must agree upon the procedure by which the player will demonstrate to the Club's satisfaction that he has completed the requirements of his workout in order to be paid or credited for that day. As stated in Article 21, Section 3, the requirements of the workout must be "reasonable," taking into consideration the present circumstances. In the instance that a player and Club are unable to reach an agreement on a reasonable means for demonstrating the player has completed the requirements of his virtual workout, such dispute shall be submitted to the Parties for prompt review and resolution.

If at the conclusion of the Virtual Period Club facilities have reopened, the composition of the On-Field Period for all Clubs will be one week of Phase One activities, one week of Phase Two activities, and four weeks of Phase Three activities.

If Club facilities reopen with fewer than six weeks remaining in the nine-week offseason workout program, the Virtual Period would be extended for the period that facilities remain closed, and the composition of the remaining On-Field Period would be adjusted accordingly; provided, however, that on-field activities will include at least one week of Phase One activities prior to any Phase Two or Phase Three activities. Clubs will be required to adhere to the rules developed by the Joint Committee regarding the





conduct of Phase One, Phase Two, and Phase Three activities under these circumstances.

If Club facilities reopen, Clubs will be required to adhere to the rules developed by the Joint Committee regarding the screening of personnel, the disinfection of facilities, and the appropriate response if a player or another Club employee tests positive for COVID-19.

Notwithstanding the foregoing, Player Engagement and/or NFL-NFLPA sponsored educational programs will be permitted during a Club's offseason workout program. Such programs will not count toward the Club's daily four-hour time limit.

## **VI. Minicamps**

In the event Club Facilities do not reopen during the offseason workout program, Clubs may conduct a mandatory minicamp for veteran players on a virtual basis; provided that (i) any online classroom instruction may not exceed two hours; (ii) any virtual workouts may not exceed two hours; and (iii) the Club may schedule the times for these activities as it chooses. For the sake of clarity and avoidance of doubt, no Club shall be required to conduct a mandatory minicamp for veteran players.

Subject to the rules set forth in the preceding paragraph, if a Club hired a new head coach after the conclusion of the 2019 regular season, the Club may conduct a voluntary minicamp for veteran players during the Virtual Period. The rule that requires a Club to conduct its voluntary veteran minicamp prior to the College Draft (this year, April 23-25) has been suspended for the 2020 League Year only. For the sake of clarity and avoidance of doubt, no Club shall be required to conduct a voluntary minicamp for veteran players.

As in prior years, voluntary veteran minicamps do not count against the nine-week limit for offseason workout programs. All mandatory veteran minicamps do count against the nine-week limit.

Players who participate in voluntary or mandatory veteran minicamps, whether they are held on a virtual basis or on-field at the Club facility, must be paid the applicable daily amount specified in Article 22, Section 4.

The NFL Player Personnel Department will issue a separate memorandum to Clubs regarding three-day post-Draft rookie minicamps, which must be conducted on a virtual basis this year.



## **VII. Rookie Football Development Programs**

As in prior years, Rookie Football Development Programs may be held five days per week for a period of seven weeks. This year, Rookie Football Development Programs may begin on Monday, May 11.

If participation in the Rookie Football Development Program is virtual, sessions may only consist of one additional hour beyond the periods relevant for the veteran offseason workout program, for a total of five hours. All other provisions of Article 22, Section 8, including participation in Rookie Football Development Programs by eligible non-rookie players, remain unchanged.

## **VIII. NFLPA Rookie Premiere Programs**

In accordance with Article 21, Section 7, "Invited Rookies will be permitted by their respective Clubs to attend the NFL Players Rookie Premiere", whether in person or virtually, currently scheduled for May 14 to 16 (or any other mutually agreed rescheduled date).