

ARTICLE XXXIX

WORKERS' COMPENSATION

Section 1. Benefits: In any state where workers' compensation coverage is not compulsory, a Team will either voluntarily obtain coverage under the compensation laws of that state or otherwise guarantee equivalent benefits to its players. In the event that a player qualifies for benefits under this section, such benefits will be equivalent to those benefits paid under the compensation law of the state in which his Team is located.

Section 2. Rejection of Coverage: Nothing in this Article is to be interpreted as preventing a Team that has the legal right to do so from rejecting coverage under the workers' compensation law of its state. However, if a Team elects to reject coverage under the compensation law of its state, it must nevertheless guarantee benefits to its players in the manner provided in Section 1 above.

Section 3. Arbitration: Where a Team has legally elected not to be covered by the workers' compensation laws of its state, the equivalent benefit, if any, to which a player may be entitled under this Article will be determined under the grievance procedure of Article IX or such other procedures the AFLPA and the AFL may agree upon.

Section 4. Off-Season Employment: The AFL and its Teams agree that, where a player is restricted by injury from performing his duties and functions in his non-football off-season employment, this Agreement, the Settlement Agreement, and the AFL Player Contract may not be used as a basis to preclude or reduce the player's workers' compensation claims (or claims for equivalent benefits in Florida or elsewhere), where such claims are based upon the player's inability or reduced ability to perform his off-season non-football employment. This means that Teams cannot claim that a player is precluded from workers' compensation benefits for lost non-football employment in the off-season based upon any assertion that AFL employment is for a 12-month period. This provision shall have no effect on any other rights or defenses players or Teams may have under state workers' compensation law or otherwise.

Section 5. Florida Equivalent Benefits: Claims for equivalent benefits against Florida teams opting out of workers' compensation for injuries occurring in or after the 2003 League Year (and any such claims for injuries occurring in the 2000, 2001 or 2002 League Years for players identified on Exhibit C of the CBA Term Sheet, dated October 14, 2002 ("CBA Term Sheet")) will be processed through a neutral arbitration procedure, with one or more arbitrators versed in Florida workers' compensation law, with procedures similar to those used in the NFL for the Miami Dolphins, with good faith efforts by the parties to minimize the costs of those procedures. Any such claims for equivalent benefits against Florida teams for injuries occurring prior to the 2003 League Year for players not listed on Exhibit C of the CBA Term Sheet shall continue to be processed through the arbitration procedures set forth in Article IX above.