

USL League One – Collective Bargaining Agreement

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**EXHIBITS:**

Exhibit A	Standard Player Agreement
Exhibit B	Medical Information Release
Exhibit C	Benefit Confirmation Form
Exhibit D	USLPA Check-Off Authorization Form
Exhibit E	Contract Modification Examples
Exhibit F	Form of Club Certification – Player Base Compensation
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**Article 1. Definitions**

Capitalized terms used in this Agreement have the meanings set forth below.

“**25-Day Contract**” has the meaning ascribed to it in Article 8.H.

“**Agreement**” – *see* CBA.

“**Appearance**” means either (i) a physical appearance in connection with an external organization at a location other than the Club’s home stadium or other Club-controlled facility or (ii) an interactive web-based videoconferencing or so-called “ask me anything” session with the public and/or a Club corporate sponsor. By way of examples, neither an appearance on social media (unless meeting the criteria in (ii) above), nor an internal photo shoot, nor an autograph session at the Club’s home stadium would be considered an “Appearance”.

“**Base Compensation**” has the meaning ascribed to it in Article 18.C.1

“**Benefit Confirmation Form**” means the form attached hereto as Exhibit C, as it may be amended, modified or supplemented from time to time in USL’s sole discretion after consultation with the USLPA.

“**Benefit Spend**” has the meaning ascribed to it in Article 18.A.1.

“**Buyout Right**” has the meaning ascribed to it in Article 8.P.1

“**Carrier**” has the meaning ascribed to it in Article 20.D.

“**CBA**” or “**Agreement**” has the meaning ascribed to it in Article 2.

“**Claim Notice**” has the meaning ascribed to it in Article 7.D.2.

“**Club**” or “**USL Club**” means a Person authorized to operate a team in the League, but only once such club is permitted by USL to enter into Standard Player Agreements. Where appropriate, such term shall be deemed to include a reference to the team operated by such Club.

“**Club-Related Entity**” means:

(1) any Person who directly or indirectly controls, is controlled by, or is under common control with either (i) the Club or (ii) a Person described in paragraphs (2) through (4) below;

(2) any Person who is an officer, partner, member or trustee of, or serves in a similar capacity with respect to, the Club;

(3) any Person who, directly or indirectly, is the beneficial owner of ten percent (10%) or more of the equity interests of the Club (an “**Owner**”), and

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33 (4) any member of the close family (which shall include, for the purposes of this  
34 paragraph (4), an individual’s current spouse, parents, parents-in-law,  
35 grandparents, children, children-in-law, siblings, and grandchildren, or a trust or  
36 estate, all of the beneficiaries of which consist of such individual or such related  
37 persons) of an Owner.

38 “**Club Medical Staff**” has the meaning ascribed to it in Article 10.B.2(a).

39 “**Commercial Affiliates**” means all League or Club sponsors, product/service  
40 companies, suppliers, licensees or other entities granted by the League or a Club a license  
41 to use League or Club trademarks or other commercial identification rights in connection  
42 with the League or Club.

43 “**Commercial Appearance**” has the meaning ascribed to it in Article 12.D

44 “**Competition Manual**” means the League’s Competitional Manual for the 2022 season,  
45 as it may be amended from time to time in USL’s sole discretion in accordance with  
46 Article 6.

47 “**Compulsory Match**” or “**Compulsory Tournament**” means a match or tournament in  
48 which CONCACAF, FIFA or USSF requires the League (or a Club in the League) to  
49 participate.

50 “**CONCACAF**” means the Confederation of North, Central American and Caribbean  
51 Association Football.

52 “**Contract Guarantee Date**” means, for each Season, the date determined by the League  
53 in its sole but reasonable discretion, after good faith consultation with the USLPA, on or  
54 after which a Performance-Based SPA may not be terminated other than for a material  
55 breach of this Agreement or the SPA. As a general rule, however, the Contract  
56 Guarantee Date shall be close in time to the mid-point of a Season (currently, on or about  
57 July 15), taking into account relevant FIFA dates and the release dates of other domestic  
58 leagues.

59 “**Contract Year**” means that period of time during which an SPA is in effect with respect  
60 to any given Season.

61 “**Covered Injury**” has the meaning ascribed to it in Article 20.D.

62 “**CPI**” means the Consumer Price Index, All Urban Consumers, United States, All Items  
63 (1982 - 1984 = 100), as published by the Bureau of Labor Statistics of the United States  
64 Department of Labor or, if such index is not available, such other index as the parties  
65 may agree most closely resembles such index

66 “**CSA**” means the Canadian Soccer Association.

67 “**Discovery Deadline**” has the meaning ascribed to it in Article 24.D.3(b).

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- 68           **“Effective Date”** has the meaning ascribed to it in Article 2.A.
- 69           **“Endorsement”** has the meaning ascribed to it in Article 15.E.
- 70           **“FIFA”** means the Federation Internationale de Football Association.
- 71           **“FIFA RSTP”** means the Regulations on the Status and Transfer of Players adopted by  
72           FIFA, effective March 2022, as those Regulations may be amended, supplemented, or  
73           interpreted by FIFA from time to time.
- 74           **“Fit”** or **“Fitness”** means, with respect to a Player, that his medical and physical  
75           condition is sufficient to perform as a skilled soccer player in the League.
- 76           **“Fitness Determination”** has the meaning ascribed to it in Article 10.C.2.
- 77           **“Force Majeure Event”** has the meaning ascribed to it in Article 34.A.
- 78           **“Grievance”** has the meaning ascribed to it in Article 24.A.1.
- 79           **“Grievance Committee”** has the meaning ascribed to it in Article 24.D.2.
- 80           **“Grievance Hearing”, or “Hearing”** shall have the meaning ascribed to them in Article  
81           24.D.3.
- 82           **“Group License Agreement”** has the meaning ascribed to it in Article 15.D.
- 83           **“Group Licensing Program”** has the meaning ascribed to it in Article 15.D.
- 84           **“Guaranteed,” “Guaranteed Contracts”** or **“Guaranteed SPAs”** have the meanings  
85           ascribed to them in Article 8.F.1.
- 86           **“Guaranteed Years”** means the Contract Years covered by an SPA, excluding any  
87           option years.
- 88           **“Hiatus Pay”** has the meaning ascribed to it in Article 34.C.2.
- 89           **“Hiatus Period”** has the meaning ascribed to it in Article 34.C.1.
- 90           **“IDP”** has the meaning ascribed to it in Article 16.C.1(c).
- 91           **“Immediate Family Member”** means, with respect to a Player, his spouse, children,  
92           parents, siblings, grandparents and in-laws (in each case, including through adoption).
- 93           **“Impartial Arbitrator”** has the meaning ascribed to it in Article 24.E.
- 94           **“JAMS”** means Judicial Arbitration and Mediation Services, Inc..
- 95           **“Last Six Months”** has the meaning ascribed to it in Article 14.G.

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96 “**Law**” means, as to any Person, any law (including common law), statute, ordinance,  
97 treaty, rule, regulation, order, decree, judgment, writ, injunction or determination of an  
98 arbitrator or a court or other Governmental Authority, in each case applicable to or  
99 binding upon such Person. As used herein, “**Governmental Authority**” means the  
100 government of the United States or any political subdivision thereof, whether at the  
101 national, state, municipal or any other level, and any agency, authority, instrumentality,  
102 regulatory body, court or other entity exercising executive, legislative, judicial, taxing,  
103 regulatory or administrative powers or functions of, or pertaining to, government.

104 “**League**” means the league currently known as “USL League One” (and not the USL  
105 Championship or any other league or organization administered by USL or its affiliates)  
106 Where appropriate, such term shall be deemed to include a reference to USL.

107 “**League Competitions**” means any match, tournament, or competition in which the Club  
108 or League participate, including (a) any Pre-Season, Regular Season and Post-Season  
109 matches; (b) Compulsory Matches; (c) matches in a League-operated tournament; (d)  
110 All-Star or similar matches; and (e) exhibition matches in which the Club participates.

111 “**League One**” has the meaning ascribed to it in Article 28.B.1.

112 “**League One Agreements**” has the meaning ascribed to it in Article 28.B.2.

113 “**League Parties**” means, collectively, USL and the Clubs (and each of USL and the  
114 Clubs, individually, a “**League Party**”).

115 “**League Season**” or “**Season**” means the period in any year commencing on the date of  
116 the League’s first Regular Season match and ending on the date of the League’s  
117 championship match.

118 “**Likeness**” means, collectively, a Player’s name, nickname, initials, autograph/signature  
119 (including facsimiles), voice, picture, photograph, animation, image, likeness, persona,  
120 jersey number, statistics, copyrights and/or biographical data (but expressly excluding  
121 any of a Player’s physiological data).

122 “**Loaned Player**” means a professional player who is registered with the League but  
123 whose Parent Club is not a Club in the League. By way of example, a player on loan to  
124 Greenville Triumph SC from Cruz Azul (of Liga MX), Seattle Sounders (of MLS) or  
125 Phoenix Rising FC (of the USL Championship) would be considered a Loaned Player,  
126 whereas a player on loan to Greenville Triumph SC from South Georgia Tormenta FC  
127 would not be considered a Loaned Player.

128 “**Loaned Player Salary Allocation**” has the meaning ascribed to it in Article 18.A.2(b).

129 “**Losses**” has the meaning ascribed to it in Article 7.D.1.

130 “**Marketing Materials**” means any and all (i) general promotional, advertising,  
131 packaging, collateral or other display materials, (ii) Media, (iii) promotions, (iv)  
132 advertising and promotional concepts (including but not limited to slogans, campaigns or

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133 programs) or (v) any other creative or product that bears any or all League or Club  
134 names, logos, trademarks, trade dress, uniforms or other forms of League or Club  
135 intellectual property and is intended to publicize and promote the League, a Club or the  
136 sport of soccer.

137 **“Maximum Benefit Spend”** has the meaning ascribed to it in Article 18.B.1.

138 **“Media”** means, collectively, any or all media, formats or forms of exhibition and  
139 distribution, whether analog, digital or other, now known or hereafter developed,  
140 including, but not limited to, print, tape, disc, computer file, radio, television, motion  
141 pictures, other audio-visual and audio works, Internet, broadband platforms, mobile  
142 platforms, applications, and other distributions platforms.

143 **“Medical Deadline”** has the meaning ascribed to it in Article 10.C.3(a).

144 **“Medical Examination”** has the meaning ascribed to it in Article 10.A.1.

145 **“Medical File”** has the meaning ascribed to it in Article 10.B.1

146 **“Medical Information”** means all medical and/or health information about a Player including,  
147 but not limited to, all past, present or future: health, medical or surgical records; medical or health  
148 questionnaire(s); information relating to any injury, sickness, disease, condition, medical history,  
149 or medical, mental, or clinical status, or diagnosis, treatment or prognosis; clinical or treatment  
150 notes or reports; fitness to play determinations; test results (including, but not limited to, the  
151 results of neuropsychological testing); laboratory reports, x-rays or diagnosis imaging results; and  
152 data relating to any testing or medical study.

153 **“Medical Information Forms”** has the meaning ascribed to it in Article 10.A.3.

154 **“Medical Information Release”** has the meaning ascribed to it in Article 10.B.2.

155 **“Minimum Base Compensation”** has the meaning ascribed to it in Article 18.D.1

156 **“Modification Deadline”** has the meaning ascribed to it in Section Article 8.R.3

157 **“Official Equipment Supplier”** means a supplier of athletic equipment to the League or  
158 the Club, as applicable. The number of Official Equipment Suppliers may increase or  
159 decrease during the term. A list of current Official Equipment Suppliers will be provided  
160 to the USLPA upon request and updated as needed.

161 **“Official Matches”** means Regular Season matches, Post-Season matches, Compulsory  
162 Matches, and any matches included in a League-run tournament (and does not include,  
163 for example, exhibition or Pre-Season matches).

164 **“Off-Season”** means the time period from the later of a Player’s Club’s final Regular  
165 Season or final Post-Season match until the Pre-Season Training Camp Start Date.

166 **“Parent Club”** means the club ultimately owning an individual’s professional playing  
167 contract. By way of example, if an individual is signed to a professional contract with

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168 Team A, Team A subsequently loans the individual to Team B, and Team B then loans  
169 the individual to a USL Club, Team A would be considered the individual’s Parent Club.

170 **“Party”** or **“Parties”** has the meaning ascribed to it in Article 2.A.

171 **“Performance-Based,” “Performance-Based Contracts”** or **“Performance-Based**  
172 **SPAs”** have the meanings ascribed to them in Article 8.G.1.

173 **“Person”** means an individual or a corporation, partnership, sole proprietorship,  
174 company, firm, limited liability company, joint venture, trust, business association,  
175 organization, joint stock company, unincorporated organization, group acting in concert,  
176 Governmental Authority or other entity.

177 **“Players”** means professional players employed by Clubs through Standard Player  
178 Agreements and those who may become so employed during the Term. For the  
179 avoidance of doubt, this definition excludes all (a) amateur players signed to a playing  
180 contract with a USL Club and (b) professional players with a Parent Club other than a  
181 USL Club (i.e., Loaned Players).

182 **“Post-Season”** means that part of the League Season following the conclusion of the  
183 Regular Season that includes the League’s playoffs, including, without limitation, any  
184 play-in match, division match, conference championship and championship match.

185 **“Practice Facility”** has the meaning ascribed to it in Article 19.D.

186 **“Pre-Season”** means the time period from the Pre-Season Training Camp Start Date to  
187 the start of the Regular Season.

188 **“Pre-Season Training Camp Start Date”** has the meaning ascribed to it in Article  
189 23.B.2.

190 **“Professional Player”** means either a professional player on an SPA or a Loaned Player.

191 **“Prohibited Substances”** means (a) those substances included on the World Anti-  
192 Doping Agency (WADA) Prohibited List, as such may be modified, updated, or  
193 interpreted by WADA from time to time; (b) any illegal substances; and (c) such other  
194 substances as may be added (or removed) by USL from time to time upon mutual  
195 agreement with the USLPA.

196 **“Promotional Appearance”** has the meaning ascribed to it in Article 12.C.1

197 **“Publicity Rights”** has the meaning ascribed to it in Article 15.B.

198 **“Qualifying Shoe or Glove Deal”** means an exclusive, written agreement between a  
199 Player and an on-field shoe or goalkeeper glove manufacturer that (a) has been disclosed  
200 in the Player’s SPA or (b) is entered into during a period of time in which the Club has  
201 not committed to providing the Player with on-field shoes or goalkeeper gloves (as  
202 applicable), without cost to the Player, consistent with the terms of Article 15.G.3 hereof.



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203 The Player agrees to provide a copy of the duration/term provision and signature page of  
204 such Qualifying Shoe or Glove Deal, to be filed with the USL, upon request of a League  
205 Party. Any subsequent exclusive, written agreement between the Player and a shoe or  
206 glove manufacturer shall also be considered a “Qualifying Shoe or Glove Deal”, provided  
207 that it was entered into within thirty (30) days of the expiration or termination of the  
208 Player’s previous Qualifying Shoe or Glove Deal.

209 **“Recordings”** has the meaning ascribed to it in Article 15.A.

210 **“Regular Season”** means that portion of the Season prior to the start of the Post-Season.

211 **“Salary”** means the weekly, monthly, or annual cash compensation to be paid regularly  
212 to a Player, as indicated in the Player’s SPA.

213 **“Season”** – *see* “League Season”.

214 **“Soccer Camp”** has the meaning ascribed to it in Article 33.B.1.

215 **“Standard Compensation Period”** has the meaning ascribed to it in Article 8.J.1.

216 **“Standard Player Agreement”** or **“SPA”** means the League’s standard form of written  
217 agreement (including any addenda thereto) between an individual and a Club, pursuant to  
218 which such individual is employed by such Club as a professional soccer player.

219 **“Step”** has the meaning ascribed to it in Article 24.C.

220 **“System Arbitration”** has the meaning ascribed to it in Article 25.A.

221 **“System Arbitrator”** has the meaning ascribed to it in Article 25.D.

222 **“Term”** has the meaning ascribed to it in Article 4.

223 **“Union”** – *see USLPA*.

224 **“USL”** means USL Pro-2, LLC.

225 **“USLPA”** or **“Union”** means the USL Players Association.

226 **“USSF”** means the United States Soccer Federation.

227 **“Year”** means the twelve-month period running from January 1 through December 31.

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**Article 2. Preamble**

229 A. This Collective Bargaining Agreement, together with all Exhibits hereto (this  
230 “CBA” or “Agreement”), which is the product of bona fide, arm’s length collective  
231 bargaining, is effective as of November 1, 2022 (the “Effective Date”), by and between  
232 USL, in its capacity as bargaining representative for the Clubs, and the USLPA.  
233 Hereinafter, the USL and the USLPA may each be referred to as a “Party” and may  
234 collectively be referred to as the “Parties.”

235 B. It is the intent and purpose of the Parties, through this Agreement, to: promote the  
236 mutual interests of the Players, the Clubs, and the League; avoid interruptions to the  
237 operations and competition of the League; and set forth herein their agreement covering  
238 various conditions of employment.

239 C. This Agreement shall be binding upon and inure to the benefit of USL, the Clubs,  
240 the USLPA, the Players, and their respective successors or assigns.

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**Article 3. Recognition**

A. Recognition of USLPA. The USL recognizes the USLPA as the sole and exclusive bargaining representative of the Players. The USLPA warrants that it is duly empowered to enter into this Agreement for and on behalf of such Players.

B. Recognition of USL. The USLPA recognizes the USL as the sole and exclusive bargaining representative of present and future employer Clubs. The USL warrants that it is duly empowered to enter into this Agreement for and on behalf of such Clubs.

C. USLPA Meetings. The USLPA may hold meetings at Club facilities with the Players of each Club during Pre-Season and League Season, provided that: (i) the arrangements for each meeting have been cleared in advance through the president of the Club involved (or his designee); (ii) such facilities are available to the Club at the time requested; and (iii) no such meeting shall interfere with the training, practice or operation of the Club. Clearance shall not be unreasonably withheld.

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**Article 4. Duration of Agreement**

This CBA is effective as of the Effective Date and shall remain in full force and effect until midnight on the 31st day of December, 2027 and shall remain in effect from year to year thereafter unless either Party notifies the other in writing by April 1, 2027 (or April 1 of any renewal year thereafter) of its intention to terminate or modify the CBA (the “Term”).

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**Article 5. Non-Discrimination**

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This CBA will be applied to all Players without discrimination on the basis of race, religion, color, national origin, age, disability, marital status or sexual orientation.

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No Club will: (i) interfere with, restrain, or coerce a Player because of his USLPA

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membership or his lawful activities on behalf of the USLPA (provided such activities

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comply with any applicable terms and conditions imposed upon such Player by or in

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accordance with this Agreement), or (ii) discriminate against a Player in regard to hire,

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tenure, employment, or any term or condition of employment because of his USLPA

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membership or his lawful activities on behalf of the USLPA (provided such activities

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comply with any applicable terms and conditions imposed upon such Player by or in

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accordance with this Agreement).

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**Article 6. Management Rights**

A. Except as limited elsewhere by an express written provision of this CBA, the League Parties, in the exercise of their functions of management, shall in addition to their other inherent and legal rights to manage their respective businesses, including the direction and control of the teams, have the exclusive right at any time and from time to time to take any action they deem appropriate in the management of their businesses, including but not limited to the exclusive right to determine when, where, how and under what circumstances they wish to operate, suspend, discontinue, sell, or move and to determine the manner and the rules by which their teams shall play soccer.

B. All of the rights which were inherent in League Parties, as owners and operators of their businesses, including the teams, or incident to the management thereof, which existed prior to the selection of the USLPA as exclusive bargaining representative by the Players and which are not directly and expressly curtailed or contracted away by a specific provision of this Agreement or by an SPA are retained solely by the League Parties. Except as such rights are directly and expressly curtailed or contracted away by a specific provision of this Agreement or by an SPA, these rights include (without limitation) the right of the respective League Parties to:

1. Plan, direct and control operations of the Clubs and the League, including the establishment and administration of policies and procedures relating thereto;
2. Make and change rules, regulations, policies and practices not in conflict with the terms of this Agreement;
3. Select and change benefit plan carriers, insurers, administrators, fiduciaries, and trustees;
4. Cease operating a team in the League for any reason whatsoever;
5. Hire and terminate Players (and any other personnel, including coaches and other technical staff);
6. Ensure the security of its facilities and property including, without limitation, the rights of inspection and search;
7. Direct and schedule the Players (and any other personnel);
8. Take any action, notwithstanding any other provision of this Agreement, that the League Party deems necessary or appropriate to comply with any applicable Laws;
9. Determine what procedures and equipment shall be used in its operations, and to establish practices and procedures for the use, care and maintenance of such equipment;

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- 307 10. Decide on the nature and type of materials, services, supplies, equipment,  
308 or machinery to be purchased or used, the price to be paid and to select the  
309 vendors, manufacturers, sellers, suppliers, or lessors or same;
- 310 11. Change, alter, or modify any policy, practice, or decision with respect to  
311 any of the rights reserved, retained, or enumerated herein, or with respect  
312 to any other rights reserved to League Parties;
- 313 12. Take whatever actions the applicable League Party deems necessary or  
314 desirable, subject to applicable Laws, to maintain and improve the safety  
315 and health of the Players and the integrity of the competition;
- 316 13. Determine practice, match, and other work schedules, including the right  
317 to require Players to work on Saturdays, Sundays, holidays, and scheduled  
318 days off; and
- 319 14. Determine the method for the Players’ performance of their duties,  
320 including the introduction of improved methods, equipment or facilities.

321 C. The Parties recognize that FIFA and the USSF have rights affecting the conduct  
322 of League Party business, and that League Parties may implement mandatory dictates of  
323 FIFA and/or requirements of the USSF without bargaining over the decision to  
324 implement such mandatory dictates. If such a mandatory dictate would result in (a) a  
325 change in a Player benefit under an existing rule or regulation; or (b) the adoption of a  
326 rule or regulation which would change a Player benefit under an existing rule or  
327 regulation or impose an obligation upon the Players which had not previously existed, the  
328 Parties shall bargain in good faith over the effects of the implementation of such a  
329 mandatory dictate.

330 D. Except as such subjects are addressed elsewhere by this CBA, and without  
331 determining whether such subjects are mandatory or permissive subjects of bargaining  
332 under the National Labor Relations Act, during the term of this CBA, the USLPA  
333 expressly waives its statutory right to bargain over the subjects set forth in this Article 6.  
334 However, before deciding either to implement a new rule or policy or to change an  
335 existing rule or policy regarding the subjects covered by this Article 6.D, USL shall (a)  
336 give the USLPA reasonable notice of the proposed change; (b) upon request, provide the  
337 USLPA with information reasonably necessary to engage in a meaningful dialogue  
338 concerning the proposed change, and (c) engage in such a dialogue with the USLPA;  
339 provided however, that without needing to reach impasse, USL may at any time  
340 implement the proposed change after giving the USLPA at least seven (7) days’ notice of  
341 its intent to do so, notwithstanding and without any legal consequence attaching to the  
342 status of, or delay resulting from, an information request made by the USLPA. The  
343 subjects over which the USLPA expressly waives its right to bargain (except as otherwise  
344 set forth in this CBA, as aforesaid) are:

- 345 1. Competition Manual provisions (except as otherwise provided in this  
346 CBA), including but not limited to the establishment, termination, and

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- 347 definitions of and amendments to Player classifications and categories;  
348 provided, however, that such classifications and categories are only  
349 mechanisms intended to provide Clubs with relief from any Maximum  
350 Benefit Spend regulations (e.g., a “homegrown player” rule in which such  
351 Player’s Base Compensation would not be attributable toward any  
352 Maximum Benefit Spend calculation);
- 353 2. roster size;
- 354 3. roster composition, including but not limited to the number of Players or  
355 Professional Players on a Club’s roster;
- 356 4. season length, competition calendar dates (including but not limited to the  
357 waiver and roster freeze dates), and scheduling (including but not limited  
358 to the number and timing of regular season, post-season, All-Star or other  
359 showcase matches (if any), U.S. Open Cup, exhibition, and other domestic  
360 or international matches and tournaments);
- 361 5. Player registration and Player movement rules, restrictions, regulations,  
362 and procedures (including as they relate to trades, transfers, and loans);
- 363 6. Off-Season competitions, and tours;
- 364 7. rules, regulations and procedures relating to the Maximum Benefit Spend  
365 (including any limitations, restrictions, or penalties on amounts exceeding  
366 the Maximum Benefit Spend);
- 367 8. Match format and playing rules;
- 368 9. Post-Season format, including but not limited to the number of matches,  
369 the number and identity of participating Clubs, eligibility for Post-Season  
370 participation, Post-Season competition rules, match format and rosters of  
371 All-Star or other showcase matches (if any);
- 372 10. Player statistics and League or Club awards created, maintained, revised,  
373 disseminated, deleted or discontinued;
- 374 11. Expansion or contraction of the League, including any related draft rules,  
375 regulations or procedures;
- 376 12. Location of play or practice facilities and their respective setups, including  
377 but not limited to the field surfaces and other aspects of the facilities and  
378 access thereto; and
- 379 13. On-field equipment and uniforms and regulations relating thereto.

380 Notwithstanding the above, the following subjects shall not be subject to the provisions  
381 above regarding meaningful dialogue: (a) League expansion or contraction and (b)



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382 location of play or practice facilities; and (c) Play-off format, including but not limited to  
383 the number of matches, the number and identity of participating Clubs, eligibility for  
384 Post-Season participation, Post-Season competition rules, and All-Star match format (if  
385 any). Nothing herein shall prohibit the League Parties from engaging in dialogue with  
386 the USLPA on any matter impacting the Players.

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**Article 7. Dues Checkoff**

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A. Membership. Every Player has the option of joining or not joining the USLPA; provided, however, that as a condition of employment for the duration of this CBA and wherever and whenever legal:

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1. any Player who is or later becomes a member in good standing of the USLPA must maintain his membership in good standing in the USLPA;

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2. any Player who is not a member in good standing of the USLPA must, on the later of the 30<sup>th</sup> day following the ratification of this CBA or the beginning of his employment with any League Club, pay service fees in the same amount as the periodic dues; and

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3. solely during the duration of this CBA (or any extension thereof) but not during any period thereafter, the League and the Clubs shall take a neutral position toward each Player's choice to join or not join the USLPA and no representative of the League or of any Club shall discourage Players from joining the USLPA or from otherwise financially contributing to the USLPA.

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B. Check-Off.

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1. The USLPA shall be responsible for obtaining from Players such written check-off authorizations as they may sign. Copies of such authorizations will be provided to the respective Clubs. Each check-off authorization by a Player shall be in writing in the form prescribed in Exhibit D and attached to the SPA and shall be governed by the provisions hereof. Any changes to the form of check-off authorization must be approved in writing by the League, such approval not to be unreasonably withheld, conditioned or delayed.

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2. The Club will deduct from the Salary of each Player who voluntarily authorizes and directs such deduction in accordance with this Article, an amount equal to the periodic dues and any assessments of the USLPA in accordance with such authorization. Each Club shall remit the check-off monies to the USLPA by electronic transfer, with a ledger identifying the sources of the monies, within ten (10) business days of each deduction.

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3. The USLPA shall advise the Clubs and the League in writing as to any changes to the amount of periodic dues at least thirty (30) days in advance of the effective date of such changes in the amount to be deducted.

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4. Once the funds are remitted to the USLPA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the USLPA.

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C. Enforcement.

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- 425 1. Upon written notification to the League and the Club by the USLPA that a  
426 Player has missed two (or more) consecutive periodic payments (whether  
427 they be, as the case may be, periodic dues or equivalent service fees), in  
428 violation of Article 7.A, for which he has received written notice from the  
429 USLPA and a reasonable period of time in which to cure, the League will  
430 raise the matter for discussion with the Player. Within ten (10) days of  
431 receiving written notice from the USLPA, the Player may file a Grievance  
432 disputing the missed payments. If there is no resolution of the matter  
433 within seven (7) days thereafter (or the matter is decided against the  
434 Player), then the Club will, upon written request of the USLPA, suspend  
435 the Player without pay, wherever legal. Such suspension will continue  
436 until the USLPA has notified the Club and the League in writing that the  
437 suspended Player has satisfied his obligation as contained in Section A  
438 above. The parties hereby agree that suspension without pay is adopted as  
439 a substitute for and in lieu of discharge as the penalty for failing to pay  
440 dues, fees or an agency service fee. Should such suspension continue  
441 during the League Season for more than forty-five (45) days, the Club  
442 may, at its option, toll the Player’s SPA for the entire League Season, such  
443 that the Player shall owe an additional year of service under his SPA.  
444 During any such suspension or tolling of the Player’s SPA under this  
445 Section C, neither the Club nor the League shall be under any obligation to  
446 release (or otherwise permit the transfer of) the Player’s registration.
- 447 2. The provisions of this Article 7.C shall not apply to (or against) any Player  
448 whose predominant job situs is in a state which prohibits enforcement of  
449 any such provision.

450 D. Indemnification.

451 1. *Indemnification.* It is specifically understood and agreed that neither the  
452 League nor the Clubs assume any direct financial obligation arising out of the provisions  
453 of this Article 7 (except for the obligation to remit to the USLPA any dues collected in  
454 accordance with subsection B.2 above), and the USLPA will defend, indemnify and hold  
455 League Parties harmless against any and all claims, grievances, demands, awards,  
456 attachments, judgments, suits, or other forms of liability, including arbitrator fees, court  
457 costs, or attorney's fees (“Losses”), brought or issued against a League Party because of  
458 any action taken or not taken by League Parties consistent and in accordance with the  
459 terms of this Article 7, the written check-off authorizations (as described in Article 7.B  
460 above), and any associated written instructions from the USLPA.

461 2. *Notice of Third-party Claims.* League Parties shall give notice to the  
462 USLPA (a “Claim Notice”) within fourteen (14) days after obtaining knowledge of any  
463 Losses or discovery of facts on which the League Parties otherwise intend to base a  
464 request for indemnification under Section paragraph 1 above. The League Parties’ failure  
465 to timely provide a Claim Notice to the USLPA under this paragraph 2 does not relieve  
466 the USLPA of any liability or other responsibilities that the USLPA may have to the  
467 League Parties, but in no event shall the USLPA be liable for any Losses that result

468 directly from a delay in providing a Claim Notice to the extent that such delay materially  
469 prejudices the defense of the related claim. The USLPA’s duty to defend applies  
470 immediately, regardless of whether the League Parties have paid any sums or incurred  
471 any detriment arising out of or relating, directly or indirectly, to any claim.

472 3. *Control of Defense.*

473 (a) League Parties shall allow the USLPA, to undertake, through  
474 reputable independent counsel of its own choosing, the defense,  
475 appeal or settlement of any third-party claim that is reasonably  
476 likely to give rise to an indemnification claim under paragraph 1  
477 above. In such event, the League Parties shall immediately deliver  
478 to the USLPA all notices and documents (including court papers)  
479 received by the League Parties in connection with the Losses.  
480 League Parties shall reasonably cooperate with the USLPA in the  
481 defense of any such claim or liability and any related settlement  
482 negotiations.

483 (b) Notwithstanding anything to the contrary in this Article 7.D,  
484 League Parties may employ, at any time, separate counsel to  
485 represent their interests; provided, that (i) the League Parties shall  
486 be solely responsible for the costs and expenses of any such  
487 separate counsel and (ii) the USLPA shall otherwise remain  
488 responsible to the League Parties for any Losses indemnified under  
489 this Article 7.D.

490 4. *Settlement of Indemnified Claims by the USLPA.* The USLPA shall give  
491 prompt written notice to the League Office of any proposed settlement of a claim that is  
492 indemnifiable under Article 7.D.1. The USLPA may not, without the USL’s and the  
493 applicable League Party’s prior written consent (which consent will not be unreasonably  
494 withheld), settle or compromise any claim or consent to the entry of any judgment  
495 regarding which indemnification is being sought hereunder.

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**Article 8. Standard Player Agreement**

497 A. Form of Agreement. All Players will execute a Standard Player Agreement  
498 (although, for clarification, an individual does not need to be party to an SPA in order to  
499 attend and participate in Club or League-organized tryouts; provided, however, that such  
500 individual shall, under no circumstances, be compensated in excess of the actual and  
501 necessary expenses incurred in connection with attending and participating in such  
502 tryouts). The form of the Standard Player Agreement between a Club and a Player is  
503 attached hereto as Exhibit A, which is incorporated herein by reference and made a part  
504 hereof. During the Term, no other form of SPA will be utilized. However, the USL and  
505 USLPA may, from time to time, agree in writing to make changes to the Standard Player  
506 Agreement.

507 B. Status of Prior Standard Player Agreements. Subject to Section C below, all  
508 Standard Player Agreements and/or other agreements that were entered into by and  
509 between any Club and any Player prior to the Effective Date shall remain in full force and  
510 effect for their stated duration and any option years.

511 C. Conformity; Subservience to CBA. Each SPA (including those SPAs entered into  
512 prior to the Effective Date) shall be deemed amended in such a manner as to require the  
513 parties to comply with all terms of this CBA (including the form of SPA included in  
514 Exhibit 1) and any other agreement collectively bargained between the League and the  
515 USLPA (each, as amended, supplemented, or otherwise modified from time to time). In  
516 the event of any inconsistency between the terms of an SPA and the terms of the CBA or  
517 any other collectively bargained agreement, the provisions of the CBA or collectively  
518 bargained agreement shall control.

519 D. Validity of SPA. No compensation of any kind shall be owed to any Player  
520 (whether under a Guaranteed or other type of contract) with respect to the period of any  
521 strike or lockout, but a strike or lockout will not void or otherwise affect the validity or  
522 enforceability of an SPA. During a lockout (but not a strike), a Player may obtain  
523 employment as a professional soccer player outside the League, solely through a loan  
524 from his Club. While a Club's acceptance of such a loan arrangement shall not be  
525 unreasonably withheld, conditioned, or delayed, a Club may condition its acceptance of  
526 any loan agreement upon its ability to recall the Player immediately upon conclusion of  
527 the work stoppage if his SPA's term has not expired. The parties also expressly  
528 acknowledge that it would be reasonable for a Club to decline to approve such a loan  
529 arrangement if the club receiving the Player on loan is not wholly responsible for any  
530 medical or related costs associated with any injury sustained (in whole or in part) during  
531 the Player's time on loan. The League Parties shall have no remedy against the USLPA  
532 for a Player's breach of this provision.

533 E. General.

534 1. Any oral or written agreement between a player and a Club concerning  
535 terms and conditions of employment shall be reduced to writing in the  
536 form of a Standard Player Agreement as soon as practicable. However, no

537 such agreement is binding upon the Player or the Club until an SPA  
538 embodying such terms and conditions has been duly executed by the  
539 Player and the Club. Immediately upon the consummation of an SPA, the  
540 Club shall notify the USL by e-mail, attaching a copy of an executed SPA  
541 and any other required information. Once the Player has been registered  
542 with the League, the League shall provide the USLPA with a copy of the  
543 executed SPA.

544 2. A Player or prospective Player who knowingly falsifies a Medical  
545 Information Form (as may be required under Article 10.A.3) prior to  
546 entering into an SPA by failing to disclose an injury, illness, or condition  
547 that renders, or will likely render, him physically or mentally unable to  
548 perform the playing services required under an SPA, may have his SPA  
549 deemed invalid. Prior disclosure of such injury, illness, or condition to the  
550 Team, if requested on a Medical Information Form, is required.

551 F. Guaranteed Contracts.

552 1. Where a Player’s SPA is denoted as Guaranteed (via a check box in said  
553 SPA), the status of any such SPA shall be referred to herein as “Guaranteed” and the  
554 SPAs themselves shall be referred to herein as “Guaranteed Contracts” or “Guaranteed  
555 SPAs”.

556 2. Where the SPA is Guaranteed, a Club may only terminate such Player’s  
557 SPA on grounds that are expressly set forth in this Agreement (including the form of  
558 Standard Player Agreement included in Exhibit A). Accordingly, a Club may not  
559 unilaterally terminate a Player’s SPA solely by virtue of his on-field performance or the  
560 fact that the Player may have sustained an injury (including one leading to death or  
561 disability) during the course or scope of his employment.

562 G. Performance-Based Contracts.

563 1. Where a Player’s SPA is denoted as Performance-Based (via a check box  
564 in said SPA), the status of any such SPA shall be referred to herein as “Performance-  
565 Based” and the SPAs themselves shall be referred to herein as “Performance-Based  
566 Contracts” or “Performance-Based SPAs”.

567 2. Beginning in 2023 and thereafter, where the SPA is Performance-Based, a  
568 Club may unilaterally terminate such Player’s SPA at any time, in its sole and absolute  
569 discretion, between the effective date of the SPA and the Contract Guarantee Date of that  
570 Contract Year. Any such termination shall be made effective only upon the conclusion of  
571 the waiver-wire period described in paragraph 4 below. If a Player signed to a  
572 Performance-Based SPA is terminated other than for a material breach of this Agreement  
573 or his SPA, his Base Salary shall be provided by the Club (a) for a minimum of forty-five  
574 (45) days and (b) for fourteen (14) days following the notice of termination. Thereafter,  
575 neither party shall have any further obligation to the other (except as are otherwise  
576 designated either in this CBA or an SPA as surviving such termination).

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577 3. All Performance-Based Contracts must meet the minimum Base  
578 Compensation requirements set forth in Article 18.D.3.

579 4. For a period of three (3) full days following the termination of a  
580 Performance-Based SPA, other Clubs in the League shall have the exclusive right to  
581 assume the Player’s SPA; provided, however, that if a Club assumes the SPA, the SPA  
582 shall be considered Guaranteed for the remainder of its term. After the lapse of the 3-day  
583 waiver-wire period (i.e., 5:00 PM EST of the third day following the date of the waiver),  
584 the Player’s right to sign with other teams shall be unrestricted.

585 5. The initial term of a Performance-Based SPA may not exceed one (1)  
586 Contract Year (for avoidance of doubt, the initial Contract Year for which the SPA is  
587 entered into) and, if any option terms are exercised, such SPA shall be considered  
588 Guaranteed during such option terms.

589 6. Clubs may not add language to an SPA (in an addendum or otherwise)  
590 which changes or has the effect of changing the SPA from a Guaranteed Contract to a  
591 Performance-Based Contract.

592 H. 25-Day Contracts.

593 1. During the Regular Season, a Club may enter into an SPA with a Player  
594 for twenty-five (25) days (a “25-Day Contract”).

595 2. No Club may enter into a 25-Day Contract with the same player more than  
596 once during the course of any one Season. No Club may be a party at any  
597 one time to more than two (2) 25-Day Contracts.

598 3. Notwithstanding anything to the contrary contained in an SPA, a 25-Day  
599 Contract may be terminated prior to its expiration simply by providing  
600 written notice to the Player and paying in full such sums as are set forth in  
601 the SPA as if the Player had completed the entirety of the 25-Day  
602 Contract.

603 4. Players on 25-Day Contracts may not be eligible to participate in the Post-  
604 Season.

605 5. No Player who has signed to a 25-Day Contract shall be signed to a  
606 Performance-Based Contract by the same Club during the same Year.

607 I. SPA Length.

608 1. Subject to any termination rights that may be set forth in this Agreement  
609 (including, for clarification, in the form of SPA), a Player’s SPA (other than a 25-Day  
610 Contract) will expire no sooner than November 30 of the Player’s final Contract Year.

611 2. The term of an SPA (i.e., including any option years) shall not exceed five  
612 (5) Contract Years (regardless of any limitations that may have otherwise been applicable

613 pursuant to the FIFA RSTP).

614 J. Compensation Period.

615 1. Beginning in 2023 and thereafter, the compensation period for a  
616 Guaranteed or Performance-Based Contract shall:

617 (a) commence on (i) February 1 for a Player who has entered into an  
618 SPA by that date; or (ii) for a Player who enters into an SPA after  
619 February 1, the date on which such Player reports to the Club for  
620 work (in each instance, subject to Article 8.J.2 below); and

621 (b) continue through November 30 (the “Standard Compensation  
622 Period”).

623 The Standard Compensation Period shall be extended to encompass any  
624 period of time during which the Player is actually required by the Club to  
625 report for work (to include Pre-Season Training Camp, Team workouts,  
626 film sessions, Appearances, and/or other required Team activities, but not  
627 to include any off-season fitness or training regimens (provided the exact  
628 time and place of such regimens are not actively organized or mandated by  
629 the Club)). By way of example, if a Player was required to work for six  
630 (6) days in January in connection with an exhibition match or Non-  
631 Compulsory Tournament, the Player would be provided with his Base  
632 Compensation for those six (6) days as if they took place during the  
633 Standard Compensation Period.

634 2. The Parties acknowledge that situations in which additional permissions  
635 are necessary from an immigration authority in order for a Player to lawfully work in the  
636 country in which the Club is based (e.g., a valid work visa) and, during this period of  
637 time (the “Pending Visa Period”), the Club is legally prohibited from paying the Player in  
638 accordance with Article 8.J.1 above and, similarly, the Player is unable to attend to any  
639 Club work obligations. Accordingly, while the Standard Compensation Period shall  
640 commence only once such permissions are obtained, the Parties agree that, once (and  
641 only once) such permissions have been received and the Player has reported to the Club,  
642 the Club shall pay to the Player an amount equal to the following:

643 (a) For the first thirty (30) days of the Pending Visa Period, an amount  
644 equal to half of the Salary that would have otherwise been payable  
645 to the Player during such period;

646 (b) After the first thirty (30) days of the Pending Visa Period, an  
647 amount equal to the full amount of the Salary that would have  
648 otherwise been payable to the Player during such period.

649 The Parties also acknowledge, however, that if the SPA is terminated by either the Club  
650 or the Player prior to such permissions being received and the Player reporting to the  
651 Club, no amounts shall be owed by the Club to the Player.



652 3. The Club and Player may also agree (in Addendum C of the SPA) for  
653 compensation to be provided outside of the Standard Compensation Period. Any period  
654 of time during which a Player is being compensated by his Club pursuant to his SPA shall  
655 be referred to as the “Compensation Period.”

656 4. The Club may continue to require Players to abide by certain standards of  
657 conduct during the Off-Season, regardless of whether such Players are compensated  
658 during such period of time.

659 K. Termination of SPA.

660 1. *By Club.* In addition to any other grounds for termination that are  
661 expressly set forth in this Agreement or the Standard Player Agreement, a  
662 Player’s SPA may be terminated by a Club at any time without further  
663 obligation on the part of either party, upon written notice to the Player  
664 (with a copy to the USL and the USLPA), if the Player at any time  
665 engages in a material breach of this Agreement or his SPA. Any such  
666 termination shall be subject to the Player’s rights under the grievance  
667 procedures set forth in Article 24 of this Agreement.

668 2. *By player.* The Player may terminate his SPA upon ten (10) business  
669 days’ written notice of default to his Club (with a copy to the USL and the  
670 USLPA) if (i) his Club defaults in its obligation to pay the Salary set forth  
671 in Addendum C of the SPA or fails to perform any other material  
672 obligation agreed to be performed by the Club under the SPA and (ii) the  
673 Club fails to remedy such default within the ten (10) business days, or to  
674 give notice of intent to arbitrate within seven (7) business days, of the  
675 Player giving notice of such default in writing to the Club, USL, and to the  
676 USLPA. The Player shall have no right to terminate his SPA prior to the  
677 conclusion of its term (including any option periods) other than as  
678 expressly set forth in this CBA or by mutual written agreement with his  
679 Club (and regardless of whether the Player may otherwise have had such  
680 right under FIFA’s RSTP). In the event the Club disputes an assertion by  
681 the Player that it is in default of its obligations set forth in Section C of the  
682 SPA or that it has otherwise failed to perform any other material  
683 obligation under the SPA, and it is subsequently determined pursuant to  
684 the Grievance procedures set forth in Article 24 of this CBA that a default  
685 has occurred, the Club shall have five (5) business days from the date of  
686 such finding to remedy such default. During the pendency of any  
687 Grievance concerning the existence of a default, the Player’s SPA shall  
688 remain in full force and effect, and all amounts shall continue to be paid in  
689 accordance with its terms.

690 L. Effect of Termination of SPA. Except as otherwise set forth herein, upon  
691 termination of an SPA by either a Player or his Club, all obligations of the Club to the  
692 Player and the Player to the Club, including without limitation any obligation to pay any  
693 amounts to the Player, shall cease on the effective date of termination, except that the

694 Club and the Player shall remain responsible for any and all obligations incurred (a) prior  
695 to the effective date of termination or (b) arising out of such termination (including in  
696 connection with any associated grievance or arbitration process and any outcome  
697 produced therefrom). Upon such termination, and except as otherwise provided in this  
698 CBA, the League and Club shall comply with FIFA’s regulations regarding the Player’s  
699 registration and playing rights.

700 M. Terminations Resulting from Contraction.

701 1. Any Club that decides to cease fielding a team in the League shall provide  
702 its Players with notice of the decision at the earliest date practicable  
703 following the conclusion of the applicable Season.

704 2. Unless otherwise included in an SPA addendum and subject to paragraph  
705 3 below, in the event that a Club ceases to field a team in the League, the  
706 SPAs of such Club shall automatically be amended such that their term  
707 expires as of November 30 following the last Season in which the Club  
708 fielded a team. For clarification, however, if a Player is traded or  
709 transferred to another USL Club prior to November 30, the Player’s SPA  
710 shall remain in effect with his new USL Club (in accordance with Article  
711 14.A). Beginning in 2023, for any SPAs which were otherwise set to  
712 continue through the upcoming season (but for the amendment described  
713 in the first sentence of this subsection), the Club shall also pay to such  
714 Player an amount equal to three (3) months’ base Salary, which amount  
715 shall be payable by December 31 or within thirty days of notification to  
716 the Players, whichever is later.

717 3. Unless otherwise included in an SPA addendum, if a Club ceases to field a  
718 team in the League but nonetheless fields a team in another professional  
719 league operated by USL (or its affiliate) the following season, the  
720 following provisions shall apply with respect to any Player with  
721 Guaranteed Contract Years remaining on his SPA:

722 (a) The Club may, in its discretion, offer the Player the opportunity to  
723 continue playing with the Club on the same terms and conditions  
724 as set forth in his SPA (except that such terms and conditions may  
725 be modified as necessary to comply with the terms of any  
726 applicable collective bargaining agreement). If the Player accepts  
727 the offer (or the Club and Player agree on modified terms or  
728 conditions), the Club and Player shall execute a new contract  
729 reflecting same. If the Player declines (or does not accept the offer  
730 within seven (7) days), his SPA shall be deemed amended such  
731 that its term expires as of November 30 following the Club’s last  
732 Season in the League.

733 (b) If the Club does not offer the Player the opportunity to continue  
734 playing with the Club on the same terms and conditions as set forth

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735 in his SPA, or the Club and Player do not otherwise agree on  
736 modified terms and conditions, such Club shall pay the Player an  
737 amount equal to three (3) months' base Salary by the later of (i)  
738 January 31 and (ii) thirty (30) days following the date the Club  
739 formally moves to the other professional league operated by USL  
740 (or its affiliate).

741 4. For the avoidance of doubt, however, neither the League nor any of the  
742 other Clubs may be held responsible for an exiting Club's failure to make  
743 any payments required by paragraph 2 or 3 above.

744 N. Options.

745 1. A Club may not include more than two (2) unilateral Club options in the  
746 Player's SPA and such options, in the aggregate, may extend the SPA for  
747 no more than three (3) years. The term of any exercised option shall be  
748 considered Guaranteed.

749 2. A Player's compensation during each option term must be set forth in the  
750 SPA (i.e., it cannot be left blank or subject to an "agreement to agree").  
751 This provision is solely applicable to SPAs entered into after the Effective  
752 Date.

753 O. Option Exercise Date. The deadline for a Club to exercise its options for the  
754 upcoming Contract Year may be no later than November 30.

755 P. Buyout Right.

756 1. Subject to the limitations set forth in Article 8.P.2 below, each Club may  
757 unilaterally terminate Players on Guaranteed SPAs for the following  
758 Season(s)<sup>1</sup>, for any reason or for no reason, provided that the Club: (i)  
759 satisfied any obligations to the Player for the prior Season and (ii) pays the  
760 Player an amount equal to 60% of his base Salary for each Guaranteed  
761 Contract Year remaining in his SPA (i.e., excluding any option terms),  
762 with at least half payable within fourteen (14) days of the exercising of  
763 such right and the remainder payable within sixty (60) days thereafter (the  
764 "Buyout Right"). The Club shall pay any reasonable costs of collection  
765 actually incurred by the Player. Upon the exercise of such Buyout Right,  
766 the Player's registration shall be promptly processed and released by the

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<sup>1</sup> By way of example, if during 2025, a Club wanted to utilize Article 8.P to terminate a Guaranteed SPA, such Club could only exercise such right with respect to the 2026 Season (and beyond)—the Club could not, however, utilize Article 8.P to cut short its obligations with respect to the 2025 Season.

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767 Club and/or the League (as the case may be), and the League shall  
768 promptly notify the USLPA that the Buyout Right has been exercised.

769 2. The Buyout Right set forth in Article 8.P.1 above is subject to the  
770 following limitations:

771 (a) the Buyout Right must be exercised prior to November 30;

772 (b) the Buyout Right may not be exercised by a Club on more than  
773 five (5) SPAs over three (3) Years;

774 (c) the Buyout Right may not be exercised by a Club on more than  
775 two (2) SPAs in any Year;

776 (d) the Buyout Right may not be exercised to terminate the SPA of a  
777 Player who, as of November 30 of such Year, is (or will be) under  
778 the age of 20; and

779 (e) the Buyout Right may not be exercised to terminate an SPA  
780 executed prior to the Effective Date.

781 Q. Player Registration. Players' registration procedures shall be in accordance with  
782 the policies and guidelines of the USSF or, if applicable, the CSA.

783 R. Pre-2023 Contracts. The following provisions relate to the treatment of SPAs  
784 initially entered into for the 2022 (or any prior) Season.

785 1. Such SPAs shall be considered Guaranteed SPAs.

786 2. With respect to the 2022 Season, the Salary or other compensation (and  
787 the start and end dates associated therewith) set forth in a Player's SPA shall be as set  
788 forth in such SPA (and unmodified by the terms set forth in this CBA).

789 3. To the extent an SPA extends beyond the 2022 Season and either (a) the  
790 compensation period set forth in such SPA does not have a fixed start date on or before  
791 February 1; (b) the compensation period set forth in such SPA does not have a fixed end  
792 date on or after November 30; or (c) the Base Compensation during the Standard  
793 Compensation Period is less than the Minimum Base Compensation, the Club and Player  
794 shall negotiate in good faith over the modification of any payment terms for such season  
795 so that the total Base Compensation that would have been payable by the Club over the  
796 course of the year (assuming an ordinary season unaffected by any Force Majeure  
797 Events) remains unchanged (except as necessary to comply with Minimum Base  
798 Compensation requirements). Club and Player shall use good faith efforts to conclude  
799 such negotiations on or before the following (as applicable, the Modification Deadline):

800 (a) Within thirty (30) days following the ratification of this CBA (but  
801 in no event later than the Option Exercise Date set forth in Article  
802 8.O.), with respect to an SPA which naturally extend beyond 2022

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803 (i.e., which would extend beyond 2022 in the absence of an  
804 option); or

805 (b) Within thirty (30) days of November 30, with respect to an SPA  
806 that is extended beyond 2022 through the exercise of an option.

807 4. If the Player and Club are unable to reach an agreement by the  
808 Modification Deadline, any obligation to compensate such Player outside of the Standard  
809 Compensation Period would be removed and such Player’s Base Compensation during  
810 the Standard Compensation Period would be modified in accordance with the following:

811 (a) Estimating the total Base Compensation in accordance with the  
812 terms of the original SPA, using (where applicable) February 15 as  
813 the “Required Report Date” and October 15 as the date for the  
814 Club’s “Last Game”; then

815 (b) Dividing that number by 10 months to determine the revised  
816 monthly Base Compensation; then

817 (c) If applicable, adding such additional Salary as may be necessary to  
818 meet any applicable Minimum Base Compensation requirements.

819 5. For the avoidance of any confusion, examples have been included in  
820 Exhibit E describing how the SPAs contemplated by paragraphs 3 and 4 above should be  
821 modified.

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**Article 9. No Strike or Lockout**

- A. No Strike. Neither the ULSPA nor any Player, in concert with any other Player(s), shall authorize, encourage, or engage in any strike, work stoppage, slowdown or other interference with the activities of any Club or of the League (specifically including by declining to play or practice) during the term of this Agreement. The USLPA shall not support or condone any action of any Player which is not in accordance with this Section and the USLPA shall exert best efforts to induce compliance therewith.
  
- B. No Objection Letters. The USLPA agrees to promptly issue “no objection” letters at the request of a Club in connection with any Player’s (or prospective Player’s) P1 visa application during the term of this Agreement. Any such Club request must include the Player’s full name, date of birth, email address and country of origin.
  
- C. Remedies for Breach. To the extent otherwise consistent with this Agreement, in the event that a Player violates Article 9.A, the Player shall forfeit his Salary for the period of such violation. Should such conduct continue for more than two (2) weeks following written notice to the Player and the USLPA from USL or the Club of such breach, the Club may, at its option, toll the Player’s SPA for the entire Season, such that the Player shall owe an additional Season to the Club under his SPA. During any period of non-performance, the Player shall be prohibited from playing professional soccer for any other club (including a club outside of USL League One). The Club shall also retain the right to terminate the SPA of a Player who violates the provisions of this Article 9.
  
- D. No Lockout. Neither USL nor any Club shall engage in a lockout during the term of this Agreement.

844 **Article 10. Medical Information and Fitness**

845 A. Medical Examinations and Medical Information.

846 1. Each Club may, at its own cost, arrange for a Club-designated physician to  
847 conduct a medical examination of each of its Players or prospective  
848 Players (a “Medical Examination”) at such times as it reasonably deems  
849 advisable. Such Medical Examinations may include, without limitation,  
850 blood tests (including vial blood tests) which shall be subject to the  
851 limitations in Article 10.A.2 below. Each Player shall participate in and  
852 cooperate with any Medical Examination and provide complete and  
853 truthful information in connection therewith.

854 2. Blood tests (including vial blood tests) (whether during Pre-Season or at  
855 other times) may be conducted for the purposes of: (1) analyzing the  
856 nutritional needs of the Player, (2) ensuring the Player’s health and safety,  
857 (3) implementing a fitness related regime, or (4) implementing any  
858 Prohibited Substances testing protocol (which protocols must be agreed  
859 upon by the Parties). The results of a Player’s blood tests shall be shared  
860 with and explained to the Player by the Club medical staff, kept in the  
861 Player’s Medical File (as defined below), and shared only in accordance  
862 with Article 10.B.2.

863 3. In addition, each Club may, from time to time, require that each of its  
864 Players or prospective Players complete certain forms or questionnaires  
865 relating to the Player’s medical history (“Medical Information Forms”).  
866 Each Player agrees to complete such Medical Information Forms  
867 truthfully and without material omissions and acknowledges that doing so  
868 is a material condition of his SPA.

869 4. Each Player agrees to promptly (i) notify the Club’s coach, athletic trainer,  
870 or physician of any injury, illness, or medical condition which (a) may  
871 impair or otherwise affect, either immediately or over the course of his  
872 SPA, his Fitness or (b) was otherwise incurred (or aggravated) during the  
873 scope and course of the Player’s employment with the Club including, but  
874 not limited to, travel with his team or on business requested by the Club  
875 and (ii) in the case of an injury, provide any additional information about  
876 the circumstances leading to the injury requested by the Club. The  
877 obligations of this paragraph depend on the Player’s knowledge of the  
878 condition or injury and, with respect to clause (i)(a), its effect on his  
879 Fitness.

880 5. Injuries, illnesses or conditions reported by a Player to the Club Medical  
881 Staff and/or observed by the Club Medical Staff shall be documented in  
882 the Player’s Medical File (as defined below).

883 B. Medical File.

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1. The Club shall keep any Medical Information collected by the Club from or about the Player in a confidential medical file, to be maintained, transmitted, and disposed of in accordance with applicable Law (“Medical File”).
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2. Each Player may be required to execute during Pre-Season each year or upon joining a Club during the Season a medical information release in the form attached as Exhibit B and such other documents as may be required to release all of his medical records (the “Medical Information Release”), including through a centralized repository, as follows:
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- (a) to Club doctors, athletic trainers, or other medical staff who have a formal relationship with the Club (collectively, the “Club Medical Staff”);
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- (b) to the Club Medical Staffs of other Clubs in the League in connection with a contemplated player acquisition (whether via signing, trade, loan or transfer);
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- (c) to his Club’s workers’ compensation insurance carrier and to Club-personnel as needed to process workers’ compensation claims or otherwise assess or offer benefits;
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- (d) to allow the following individuals to view (but not receive) the Player’s Medical File, but only to the extent it might affect the Player’s on-field performance: the Club’s coaching staff, technical director, and senior Club officials who have a reasonable need to be made aware of such information;
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- (e) to other relevant Club, League, and Governing Body personnel as may reasonably require such information in connection with any dispute resolution process (including as set forth in Article 24);
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- (f) to such other Persons as reasonably required to effectuate any purposes or provisions of this Agreement or the SPA (provided such Persons agree to keep such information confidential); and
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- (g) to such other Persons as may be reasonably required to comply with applicable Law.
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3. The Medical Information Release would also permit a Club, the League, and/or the USLPA to disclose the following information for public relations purposes:



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- 918 (a) for injuries sustained during the course of a Player's employment  
919 as a skilled soccer Player with the Club, including, but not limited  
920 to, travel with his team or on business requested by the Club:
- 921 (i) the general nature of a Player's injury,  
922 (ii) the prognosis and the anticipated length of recovery from  
923 the injury, and  
924 (iii) the treatment and surgical procedures undertaken or  
925 anticipated in regard to the injury; and
- 926 (b) for any other medical and/or health condition that prevents a Player  
927 from rendering services to his Club:
- 928 (i) the fact that a medical and/or health condition is preventing  
929 the Player from rendering services to the Club, and  
930 (ii) the anticipated length of the Player's absence from the  
931 Club.
- 932 4. Notwithstanding paragraph 3 above, the League and USLPA shall  
933 negotiate in good faith for a series of general injury descriptions and/or  
934 classifications to be used (such as, for example, “Upper Body” or “Lower  
935 Body” injuries, as the case may be) in the case of any routine disclosures  
936 relating to Player injuries or unavailability.
- 937 5. Except with respect to uses, disclosures and redisclosures of Medical  
938 Information that are permitted under this CBA (including the form of  
939 SPA) and the Medical Information Releases, the Clubs, the USLPA and  
940 the League shall not use, disclose or redisclose any Medical Information  
941 relating to a Player (unless stripped of all individual Player-identifying  
942 information) without the express, prior, written consent of the Player or as  
943 required by Law.
- 944 6. When a Player is transferred or loaned from one USL Club to another  
945 USL Club, his medical records, including athletic trainers’ notes, shall be  
946 forwarded to the team physician of his new Club. When a Player is  
947 transferred to a club outside of the League, his medical records will be  
948 forwarded only upon, and in accordance with, the request of the Player.
- 949 7. Upon reasonable advance notice to a Club (no less than five (5) business  
950 days), the Club shall provide the requesting Player (or former Player, as  
951 the case may be) with a copy of his Medical File.

952 C. Fitness to Play.

- 953 1. *Fitness Obligation.*

- 954 (a) Each Player agrees to use his best efforts to keep himself Fit. If a  
955 Player is not Fit, in the reasonable discretion of the Club’s  
956 physician, the Club may require the Player to complete any  
957 rehabilitation or training activities that the Club’s personnel  
958 (including the Club-designated physician) may specify.
- 959 (b) If the Player, in the judgment of the Club's physician, is disabled or  
960 is not in good physical condition at the commencement of the  
961 season or at any subsequent time during the season (unless such  
962 condition is the direct result of any injury sustained during the  
963 course of his employment as a Player with the Club, including but  
964 not limited to travel with his team or on business requested by the  
965 Club), and such disability or other lack of Fitness was within the  
966 Player’s reasonable control, then it is mutually agreed that the Club  
967 shall have the right to suspend the Player for such period of  
968 disability or lack of Fitness, and the Club may, at its option, reduce  
969 the Player’s Salary by up to twenty-five percent (25%) during such  
970 period. However, if the Player’s disability or lack of Fitness was  
971 not within the Player’s reasonable control, then the Club may, at its  
972 option, reduce the Player’s Salary by up to twenty-five percent  
973 (25%) during such period, *but only* once such disability or lack of  
974 Fitness has existed for ninety (90) days.

975 2. *Fitness Determination.* The following procedures shall be used to resolve  
976 any dispute over whether a Player is Fit and whether any lack of Fitness is  
977 the direct result of an injury sustained during the scope and course of his  
978 employment with his Club (the “Fitness Determination”):

- 979 (a) The initial Fitness Determination shall be made by a Club-  
980 designated physician. The Player may contest a Fitness  
981 Determination by being examined by his own physician (at  
982 Player’s sole cost and expense) as expeditiously as practicable  
983 after receiving the determination of the Club-designated physician.
- 984 (b) Should the Player-designated physician disagree with the Club-  
985 designated physician as to the Fitness Determination, the Player-  
986 designated physician shall notify the Club-designated physician of  
987 his Fitness Determination within 48 hours of the examination of  
988 the Player, which determination the League may require to be in a  
989 specific form or format. The two physicians shall then consult as  
990 expeditiously as possible and no later than 72 hours thereafter (or  
991 later upon a showing of extraordinary circumstances) regarding the  
992 Fitness Determination. If the Player-designated physician and the  
993 Club-designated physician agree as to the Fitness Determination,  
994 such determination shall be binding (and the parties shall have no  
995 rights to grieve the determination under Article 24).

996 (c) In the event that the Player-designated physician and the Club-  
997 designated physician do not reach agreement as a result of the  
998 consultation, they shall (within the seventy-two (72) hour period in  
999 subpart 2b above) agree upon an independent physician who shall  
1000 make a binding determination as expeditiously as practicable (and  
1001 the parties shall have no rights to grieve the determination under  
1002 Article 24). If the Fitness Determination of the independent  
1003 physician is that the Player has passed, the Club would then  
1004 promptly make up any missed payments to the Player and  
1005 compensate the Player for the costs of any medical examination. If  
1006 the Player-designated physician and the Club-designated physician  
1007 are unable to agree upon an independent physician, the  
1008 independent physician shall be designated by the President of the  
1009 state medical society (or his or her designee) in the state in which  
1010 the Club is located.

1011 3. *Fitness as Condition Precedent.* If so designated by mutual agreement in  
1012 Addendum E to an SPA, establishing that the Player must report for and  
1013 submit to a Medical Examination (to be performed by one or more  
1014 physicians designated by the Club), the following provisions shall apply; it  
1015 being understood and for the avoidance of doubt, except as set forth in this  
1016 Section 3, the validity of an SPA may not be conditioned upon passing a  
1017 Medical Examination:

1018 (a) The Player must report for such Medical Examination at such  
1019 times as follows: (i) for Players under contract with another team  
1020 at the time the SPA is signed, no later than the tenth (10<sup>th</sup>) business  
1021 day following the championship game of each team’s respective  
1022 league; (ii) for Players not under contract with another team at the  
1023 time the SPA is signed, no later than the tenth (10<sup>th</sup>) business day  
1024 following the execution of the SPA; (iii) for Players outside the  
1025 country at the time the SPA is executed for whom a visa is  
1026 necessary to enter the country, no later than two (2) business days  
1027 following the Player’s entry into the Club’s market on such visa  
1028 (collectively, the “Medical Deadline”) and, upon reporting, supply  
1029 all information reasonably requested of him, provide complete and  
1030 truthful answers to all questions posed to him, and submit to all  
1031 examinations and tests reasonably requested of him. However,  
1032 with respect to (i) above, to the extent that the Player’s current and  
1033 prospective teams are both in USL League One, the Player and the  
1034 new team will engage in best efforts to conduct the Medical  
1035 Examination within ten (10) business days from the last day of the  
1036 regular season or the date that both teams have been eliminated  
1037 from the playoffs (whichever is later). All costs and expenses  
1038 relating to the Medical Examination, including travel and lodging,  
1039 shall be borne by the Club.

- 1040 (b) The determination of whether the Player has passed the Medical  
1041 Examination shall be made by the Club in its sole discretion,  
1042 exercised in good faith, in consultation with one or more of the  
1043 Club’s physicians; and a Club shall have the right to determine in  
1044 good faith that a Player has failed to pass the Medical Examination  
1045 due to the risk of a future injury, illness or other health condition  
1046 notwithstanding that the Player is currently able to perform as a  
1047 skilled soccer player in the League. If the Player does not pass the  
1048 physical examination, the Club shall promptly notify the Player (in  
1049 any case, no later than two (2) business days following the Medical  
1050 Deadline). Furthermore, the Club shall pay to the Player an  
1051 amount equal to two (2) weeks Base Compensation.
- 1052 (c) The Club’s determination that the Player has passed the Medical  
1053 Examination (or the failure of the Club to notify the Player of the  
1054 contrary within two (2) business days following the Medical  
1055 Deadline) shall be a condition precedent to the validity of the  
1056 Contract. Accordingly, and without limiting the generality of the  
1057 preceding sentence, until such time as a Player has passed the  
1058 Medical Examination (or the two (2) business days have passed  
1059 without notification to the contrary), he may not attend any regular  
1060 training camp of the Club or participate in matches or organized  
1061 practices with the Club.
- 1062 (d) Clubs shall not use these Fitness as Condition Precedent provisions  
1063 to renegotiate the terms and conditions of an SPA.
- 1064 (e) There shall be no public disclosure of SPA signings subject to  
1065 Medical Examinations unless and until the Player has either passed  
1066 (or is deemed to have passed) the Medical Examination. There  
1067 shall be no public disclosure of the results of Medical  
1068 Examinations subject to these Condition Precedent provisions.

1069 D. Duty of Club-Designated Health Care Professionals. The Parties acknowledge  
1070 the principles that:

- 1071 1. the primary professional duty of all individual health care professionals  
1072 (such as Club-designated physicians, athletic trainers, physical therapists,  
1073 chiropractors, dentists and neuropsychologists) providing health care to a  
1074 Player, shall be to the Player-patient regardless of the fact that the health  
1075 care professional or his/her hospital, clinic, or medical group is retained by  
1076 the Club; and
- 1077 2. health care professionals, such as Club-designated physicians, who are  
1078 examining and evaluating a Player shall be obligated to perform objective  
1079 examinations and evaluations and shall do so on behalf of the Club,  
1080 subject to all professional and legal obligations to the Player-patient.

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1081 The Club shall remind applicable Club Medical Staff on an annual basis of the  
1082 obligations of this section D.

1083 E. Physiological Monitoring/Testing.

1084 1. Club medical staff may conduct physiological testing in connection with  
1085 training and matches. Such physiological testing may include, without  
1086 limitation: heart rate, body fat, VO2 max, omega wave and urine hydration  
1087 testing. Clubs may share the results of such physiological testing with the  
1088 coaching staff, technical director and other relevant Club and League  
1089 personnel. The Club shall share the results of such physiological testing  
1090 with the Player. Except as permitted by paragraph 2 below, the results of  
1091 the physiological testing shall not be publicly disseminated unless  
1092 consented to by the USLPA. The League or Club may require a Player to  
1093 wear any physiological monitoring device during or in connection with  
1094 training or matches. A Player shall not be required to wear any  
1095 physiological monitoring device in a match unless the device in question  
1096 does not, in the reasonable judgment of the League after having consulted  
1097 with the Union, impede Players' performance.

1098 2. Performance measures or metrics (such as distanced covered or number of  
1099 sprints) that are independent of physiological response may be publicly  
1100 disseminated provided that, before doing so, the League conducts a  
1101 dialogue with the USLPA in a manner consistent with Article 6.D for  
1102 subjects on which the Union waived its right to bargain. The League and  
1103 the USLPA shall bargain over the public dissemination of any other  
1104 physiological information (including performance measures or metrics  
1105 that are based on, but do not disclose, heart rate or another physiological  
1106 response (e.g., "exertion rate," heart rate percentage above baseline, etc.)).

1107 F. Athletic Trainers. Each Club shall make a minimum of one (1) fully certified  
1108 athletic trainer available to Players during all official Club practices, workouts, and  
1109 matches. Any trainers hired or retained after the effective date of this Agreement shall be  
1110 certified by the National Athletic Trainers Association. Trainers may be provided by a  
1111 third-party organization. In addition, each Club will utilize its reasonable best efforts to  
1112 ensure that its athletic trainers have, available in the Club's locker room, the supplies  
1113 necessary to provide appropriate care for professional athletes.

1114 G. Concussion Protocol.

1115 1. Professional soccer, like all professional team sports, involves inherent  
1116 risk of injury. Therefore, the League and USLPA shall convene on a  
1117 regular basis (but no less than once per year) to address the assessment  
1118 and management of suspected and actual concussions sustained by

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1119 Players, any potential new or revised concussion protocols, and (if  
1120 applicable) the implementation thereof.

1121 2. The USLPA acknowledges that, as of the Effective Date, each Club is  
1122 required to establish and implement its own set of concussion protocols  
1123 (and accordingly, such protocols may vary by Club). Any set of  
1124 concussion protocols which would be equally applicable across the  
1125 League will first be discussed with the USLPA; provided, however, that  
1126 the League may ultimately implement any set of concussion protocols  
1127 which it determines, in its reasonable discretion, will promote the safety of  
1128 the Players.

**Article 11. Player Obligations**

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1130           During the term of his employment under a Standard Player Agreement, a Player  
1131 shall perform all of the duties that may be required of and from him pursuant to the terms  
1132 of this Agreement and his Standard Player Agreement, including that he be available and  
1133 promptly report for and, to the best of his ability, fully participate in all of the Club’s  
1134 training and practice sessions, workouts, meetings, matches, and all other activities  
1135 required under the SPA, unless excused by the Club or League, as applicable.

**Article 12. Appearances**

1136

1137 A. General. The Players agree and recognize their duty to assist, upon the reasonable  
1138 request of the League or Club (as applicable) in the promotion and marketing of the  
1139 League, its Clubs, and the sport of soccer, including as set forth in this Article 12 (it  
1140 being acknowledged, however, that this obligation is subject to the terms of Sections B-F  
1141 of this Article 12, and more specifically that this duty does not include any obligation of  
1142 the Player to promote the League, its Clubs, or the sport of soccer through any personal  
1143 social media channels).

1144 B. Media Appearances. A Player shall cooperate with reasonable requests of  
1145 television, radio, newspaper, magazine and other news media representatives and agrees  
1146 to cooperate with the League and the Club, either separately or together, to be available  
1147 for and participate in such news media photo sessions and interviews and other media  
1148 Appearances as may reasonably be required. Locker rooms, however, shall be closed to  
1149 the media for a minimum of fifteen (15) minutes after the match. The notice and  
1150 scheduling restrictions of Article 12.F below shall not apply to media Appearances.

1151 C. Promotional and Charitable Appearances.

1152 1. Upon request by his Club or the League, a Player shall be required to  
1153 make Appearances for the primary purpose of promoting or marketing (a)  
1154 the League, his Club and/or the sport of soccer and (b) charities, public  
1155 services or other community services or events (each, a "Promotional  
1156 Appearance"), in each instance subject to the terms set forth by Article  
1157 12.F below.

1158 2. For the avoidance of doubt, while a Promotional Appearance may be  
1159 associated with a Commercial Affiliate, any Appearance whose primary  
1160 purpose is to promote the Commercial Affiliate or a commercial enterprise  
1161 other than the League or his Club shall be described and governed by  
1162 Article 12.D.

1163 3. Promotional Appearances may include (without limitation), youth  
1164 organizational visits, award shows, projects and programs, skills shows,  
1165 talks, speeches, autograph signings, post-match meet-and-greets, clinics,  
1166 or hospitality or promotional events. For the avoidance of doubt,  
1167 however, no such Appearance shall require a Player to endorse or to give a  
1168 testimonial for any product or service.

1169 D. Commercial Appearances. Subject to the limitations imposed by Article 12.F  
1170 below, Players may be required to make Appearances for the primary purpose of  
1171 promoting Commercial Affiliates or a commercial enterprise other than the League or  
1172 their Club without additional compensation (each, a "Commercial Appearance").

1173 E. Bulk Autograph Signing. Players may be required to participate in internal bulk  
1174 autograph signing of items mandated by their Club or the League, provided that Players  
1175 receive a minimum of twenty-four (24) hours' notice of any such bulk autograph signing.



1176 As used herein, “bulk autograph signing” means any signing of thirty (30) or more  
1177 jerseys, posters, memorabilia, and other items to be distributed or sold at a later time.

1178 F. Appearance Guidelines.

1179 1. Anything contained in this Article 12 to the contrary notwithstanding, no  
1180 Player shall be required to make more than ten (10) Appearances in the  
1181 aggregate in any given Contract Year, through any combination of  
1182 Promotional Appearances (including any Promotional Appearances at  
1183 Soccer Camp, as described in Article 33.B.1) and Commercial  
1184 Appearances. Through 2024, every additional Promotional or  
1185 Commercial Appearance shall be compensated at a minimum of \$75.  
1186 After 2024, each additional Promotional or Commercial Appearance shall  
1187 be compensated at a minimum of \$100. Notwithstanding the foregoing,  
1188 Appearances in which all (or substantially all) Players on the Team are  
1189 required to attend do not count toward the limitations set forth in the  
1190 previous sentence.

1191 2. Appearances outside of a twenty-five (25) mile drive from the Club’s  
1192 home stadium shall last no more than three (3) hours in length, (including  
1193 reasonably expected travel time).

1194 3. Appearances taking place within a twenty-five (25) mile drive from the  
1195 Club’s home stadium shall last no more than two hours (not including  
1196 travel time).

1197 4. No Appearance shall be scheduled by a Club or the League for a time  
1198 period which exceeds that set forth in paragraph 2 or 3 above (as  
1199 applicable) without first consulting with the applicable Player(s). Any  
1200 Appearance which ends up exceeding the time limitations set forth in said  
1201 paragraph 2 or 3 shall be deemed hereunder as two (2) Appearances.

1202 5. For any Appearance under this Article 12, other than media Appearances  
1203 or bulk autograph signings, Clubs must notify a Player in writing (which  
1204 may be via email) of an Appearance at least seven (7) days in advance of  
1205 such Appearance. The notice shall outline the nature, location, duration,  
1206 expected Player role, and point of contact for the Appearance. An  
1207 Appearance request not made at least seven (7) days in advance shall be  
1208 considered optional to the Player.

1209 6. Players shall be given a reasonable amount of time between the end of  
1210 training or a match and commencement of an Appearance. If an  
1211 Appearance is scheduled within two hours after the end of training or a  
1212 match, a meal must be provided by the Club. Such meal shall be  
1213 reasonable under the circumstances. Players shall also be given a  
1214 reasonable amount of time between the end of an Appearance and the  
1215 commencement of training or a match. If an Appearance is scheduled to

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- 1216 occur less than 24 hours prior to a match and the Player has concerns that  
1217 it involves substantial physical activity, the Player may inform the USLPA  
1218 of such concerns for discussion between the League and USLPA.
- 1219 7. Appearances shall not be scheduled during a Player’s day off, and Clubs  
1220 shall use reasonable efforts to distribute individual Appearances amongst  
1221 its Players.
- 1222 8. Subject to submission of expense reports (within thirty (30) days of when  
1223 such expenses are incurred), the Club or League, as applicable, shall  
1224 reimburse the Player within thirty (30) days thereafter for all reasonable  
1225 and necessary out-of-pocket expenses (e.g., mileage, parking) that the  
1226 Player incurs in connection with any Appearances which are requested by  
1227 the Club or League. For transportation that is not provided by the League  
1228 or a Club, mileage reimbursement shall be at the then-current Internal  
1229 Revenue Service rate.
- 1230 9. Additional Soccer Camp work (including coaching or supervisory work or  
1231 work outside the scope of what would be included in a Promotional  
1232 Appearance) is addressed in Article 33.B.

**Article 13. Roster**

1233

1234 A. Professional Players. From the date that is two (2) weeks prior to the  
1235 commencement of the Regular Season through the conclusion of a Club’s Season, each  
1236 Club shall have, on its master roster, at least fifteen (15) Players signed to Guaranteed  
1237 SPAs.

1238

B. Academy Players.

1239 1. A Club may register up to seven (7) Academy Players which do not count  
1240 towards the maximum number of players allowed on the Club’s master  
1241 roster and are allowed to participate in League Competitions. After the  
1242 first seven (7) Academy Players rostered, Academy Players will count  
1243 against the master roster. A Club may not include more than five (5)  
1244 Academy Players on its gameday roster.

1245 2. Each of the maximums in paragraphs B.1 and B.2 above may be reduced  
1246 at the sole discretion of the League.

1247 3. For purposes of this Article 13.B, the following criteria must be met in  
1248 order for an individual to be considered an “Academy Player”:

1249 (a) The player is under the age of 21 as of the official start date of that  
1250 Regular Season; and

1251 (b) The player has never been signed or registered as a professional  
1252 soccer player, as recognized by FIFA.

1253 Additional (non-conflicting) criteria respecting Academy Players may be  
1254 added at the sole discretion of the League.

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**Article 14. Player Movement**

**A. Loans and Transfers Not Requiring Consent.**

1. Subject to any limitations included in Addendum G of a Player’s SPA, a Club may loan, trade or transfer a Player to another USL League One Club without the Player’s consent; provided that (i) the Player’s Salary remains the same and (ii) the Player’s other benefits are materially similar (as verified by the Clubs through filling out and executing a Benefit Confirmation Form). For clarification, the Player’s benefits need not be identical to be materially similar (e.g., if the transferring Club provided health insurance, the new Club could instead provide the Player with a stipend towards the purchase of health insurance which would result in him having reasonably similar out of pocket costs as those he had at the transferring Club). Notwithstanding the foregoing, if the Player is provided a housing stipend pursuant to his SPA, the stipend shall be reasonably increased or decreased based upon the market to which the Player is being relocated.
  
2. A Player who is loaned, traded or transferred from one USL Club to another without his consent or who joins a new Club pursuant to the terms of Article 8.G.3 shall be reimbursed:
  - (a) By his new USL Club for all reasonable and necessary, documented expenses associated with relocating to his new USL Club, not to exceed \$4,500;
  
  - (b) By his old USL Club, upon conclusion or recall of a loan, for reasonable and necessary, documented relocation expenses associated with relocating back to his old USL Club, not to exceed \$4,500;
  
  - (c) By his new USL Club, for reasonable and necessary, documented expenses associated with the termination or settlement of his lease obligations on his residence in the city from which he was assigned, such expenses not to exceed the lesser of (a) four months’ rent and (b) \$4,500. The reimbursement must be based upon verifiable receipts for payments made by the player for his accommodation and is limited to only the player’s share of shared accommodation.
  
3. A Club may withhold authorization for relocation expenses under Article 1.H.2(a) and Article 1.H.2(b) only if such expenses are unreasonable or if the Club provides a reputable moving company to accomplish the Player’s move. For clarity, the Club has the right to require a Player to use a Club-designated moving company; it being understood that in such event the Club shall be responsible for all reasonable relocation expenses, even if

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1295 such expenses exceed the reimbursement amounts set forth in Article  
1296 14.A.2. The Player shall submit his receipts for reimbursement of  
1297 relocation expenses within sixty (60) days of the expenditure(s), and Club  
1298 shall reimburse the Player for such expenses within thirty (30) days of  
1299 receiving such receipts.

1300 4. The new Club shall promptly coordinate (and pay for) Player’s travel from  
1301 his old Club to his new Club, and Player may be required to report to his  
1302 new Club within twenty-four (24) hours of arrival in the new Club’s  
1303 market.

1304 5. Within two (2) weeks after reporting to his new Club, the Player will be  
1305 allowed three (3) consecutive days off to organize his affairs. Permission  
1306 to a Player to take one or more of these three (3) days prior to reporting to  
1307 his new Club shall not be unreasonably withheld. If a Player’s new Club  
1308 requires the Player to travel to the new Club’s market with forty-eight (48)  
1309 hours’ notice or less the Club shall pay for travel arrangements back to the  
1310 old Club’s market.

1311 B. Loans and Transfers Requiring Consent.

1312 1. Clubs have the right during the term of a Player’s SPA to loan, transfer,  
1313 assign and/or sell the rights to the Player’s services to any professional  
1314 soccer team or league; provided, however, that except as may be permitted  
1315 by Article 14.A.1, the Player must consent in writing to any such loan,  
1316 transfer, assignment or sale. Except as otherwise agreed in writing  
1317 between a Player and a Club, the Player shall be solely responsible for any  
1318 relocation expenses incurred in connection with any such loan, transfer,  
1319 assignment or sale.

1320 2. Any SPA entered into prior to the execution date shall be deemed to  
1321 require the Player’s consent to any loan, transfer, assignment or sale  
1322 (including to another USL Club).

1323 C. FIFA Regulations. Any loan, transfer, assignment or sale of a Club’s rights to the  
1324 Player’s services shall be made in accordance with all applicable rules and regulations of  
1325 FIFA and any relevant governing body provided such rules and regulations do not  
1326 conflict with any provisions or remedies set forth in this CBA or applicable Law.

1327 D. Transfer Consideration. Except as otherwise agreed to in writing between a  
1328 Player and his Club, a Player is not entitled to receive any portion of the consideration  
1329 received by a Club or the League for any loan or transfer of the Player’s services to  
1330 another team or league (regardless of whether such loan or transfer is domestic,  
1331 international, to another USL Club, or to a club in another league).

1332 E. FIFA RSTP. Unless otherwise prohibited by any other provision of this CBA, the  
1333 League Parties shall be permitted to act in accordance with (and enforce their rights  
1334 under) any provisions of the FIFA RSTP, specifically including Article 20 (Training

1335 Compensation) and Article 21 (Solidarity).

1336 F. Drafts. USL will consult with the USLPA as to procedures in the event that the  
1337 League chooses to enact a draft (whether for a traditional expansion, contraction, or other  
1338 form of draft); provided, however, that the League shall bargain with the USLPA over the  
1339 parameters relating to the compensation and SPA length for Players (or prospective  
1340 Players) entering into any such draft.

1341 G. Respect of Contract.

1342 1. No Player, without the consent of his Club, shall enter into an agreement  
1343 (whether written, oral, or otherwise) with another club (whether in USL  
1344 League One or any other league) for his playing services unless his SPA  
1345 has expired or is due to expire within six months (which, for the purpose  
1346 of this calculation, shall include any option years exercisable by the Club)  
1347 (the “Last Six Months”). For avoidance of doubt, any such agreement  
1348 between a Player and a USL Club shall be in the form of a Standard Player  
1349 Agreement, in accordance with Article 8.E.1 (but which may not be made  
1350 effective until after the expiration of the Player’s current SPA).

1351 2. For avoidance of doubt, the League may enact rules and policies relating  
1352 to a Club’s obligation to notify other USL League One or USL  
1353 Championship Clubs in order to contact Players currently under contract  
1354 regarding playing opportunities. For reference, the current rules are  
1355 attached hereto as Exhibit G, and the League shall promptly provide the  
1356 USLPA with any updated rules regarding the foregoing.

1357 H. Anti-Tampering. Beginning in 2023, notwithstanding any FIFA RSTP provision  
1358 to the contrary, for a period of time determined by the League in advance of each Season  
1359 (but which period may start no earlier than the Sunday prior to the last week of the  
1360 regular season and end no later than the championship match), neither a Player nor his  
1361 agents or representatives may engage in any contract negotiations or discussions with any  
1362 Club in League One other than the Player’s current Club with respect to a future contract.  
1363 If a Club or Player violates this provision, the League may prohibit the Club and Player  
1364 from entering into an SPA for the next season and/or may declare null and void any  
1365 contract entered into between the Club and Player.

1366 I. Academy Player Rights. The USLPA agrees that the League may establish  
1367 mechanisms for helping to ensure Clubs are able to capitalize on their investment into the  
1368 development of players in their respective territories. Such mechanisms may include, for  
1369 example, giving the training Club certain rights of first negotiation or rights of first  
1370 refusal or the development of inter-club compensation schemes relating to the  
1371 development, training, and success of such players, in each instance after first having  
1372 conducted a dialogue with the USLPA; provided, however, the League will bargain with  
1373 the USLPA over mechanisms which extend beyond a Player’s first SPA (including any  
1374 option terms included therein).

- 1375 J. Relocation Expenses for New Signings.
- 1376 1. When a Club signs a new Player to an SPA, it shall reimburse such Player  
1377 for up to seven hundred fifty dollars (\$750) of reasonable and necessary,  
1378 documented relocation expenses incurred by Player in connection with  
1379 signing such SPA (and his subsequent relocation to the Club’s home city).  
1380 Except as otherwise agreed between a Club and a Player in an SPA, the  
1381 Player shall be solely responsible for any relocation expenses beyond what  
1382 is covered by the prior sentence.
- 1383 2. A Club may withhold authorization for relocation expenses under Article  
1384 14.J.1 only if such expenses are unreasonable or if the Club provides a  
1385 reputable moving company to accomplish the Player’s move. For clarity,  
1386 the Club has the right to require a Player to use a Club-designated moving  
1387 company; it being understood that in such event the Club shall be  
1388 responsible for all reasonable relocation expenses, even if such expenses  
1389 exceed the reimbursement amounts set forth in Article 14.A.2 (or such  
1390 higher amount as may be agreed upon in an SPA).
- 1391 3. The Player shall submit his receipts for reimbursement of relocation  
1392 expenses within sixty (60) days of the expenditure(s), and Club shall  
1393 reimburse the Player for such expenses within thirty (30) days of receiving  
1394 such receipts. Similarly, to the extent that a Club pays a third party for  
1395 relocation expenses (on behalf of the Player), the Club shall make its  
1396 receipts available to the Player upon request.
- 1397 4. Reimbursement (or direct payment) by the Club of such relocation  
1398 expenses may be included as income to the Player in accordance with IRS  
1399 regulations (which is then subject to withholding and other taxes upon the  
1400 Player’s income).

1401 **Article 15. Group Licensing, Marketing, and Apparel**

1402 A. Recordings. League Parties may film, photograph, record or otherwise capture a  
1403 Player and his Likeness in connection with the performance of his obligations under his  
1404 SPA (including without limitation, participation in Pre-Season activities, exhibition  
1405 matches, training sessions, Regular Season matches, Playoff matches, and appearances  
1406 for or on behalf of his Club) (collectively, the “Recordings”). A Player, if provided  
1407 reasonable notice, shall be available to have Recordings created, individually or with  
1408 other players in the League, at such times or places as the League or his Club may  
1409 reasonably designate. League Parties are the sole and exclusive owners of any and all  
1410 rights in and to the Recordings.

1411 B. Publicity Rights.

1412 1. Each Player hereby grants to Club and the League, separately and  
1413 together, the right and authority to use, and to authorize others to use solely as described  
1414 below, his Likeness (including any Recordings thereof) for any and all uses or purposes  
1415 that publicize and promote the League, the Clubs or the sport of soccer in any way in any  
1416 and all Marketing Materials (collectively, “Publicity Rights”), without regard to whether  
1417 such Marketing Materials include sponsor identification. Without limiting the foregoing,  
1418 this grant includes the right to use a Player’s Likeness for the purpose of publicizing and  
1419 promoting the following aspects of the League and/or any of its Clubs: brands, matches,  
1420 ticket sales, match broadcasts and telecasts, programming focused on the League, one or  
1421 more Clubs and/or their matches and events (e.g., coaches shows, highlight based shows,  
1422 and behind-the-scenes programming), other League or Club-related Media offerings (e.g.,  
1423 branded content segments featuring match footage and other programming  
1424 enhancements), Media distribution platforms, official events and officially sanctioned  
1425 awards programs (e.g., Golden Boot), and public service, charitable, or community  
1426 oriented initiatives. League Parties may use a Player’s Likeness individually pursuant to  
1427 the foregoing and shall not be required to use the Player’s Likeness in a group or as one  
1428 of multiple players; provided, however, that such use by League Parties remains subject  
1429 to Article 15.E.

1430 2. For purposes of clarity, the foregoing grant of rights includes the right and  
1431 authority to use, and to authorize affiliates or business partners to use, after the Term any  
1432 Recordings filmed, photographed, recorded or otherwise captured during the Term solely  
1433 for the purposes described herein. However, Publicity Rights do not include the right to  
1434 use a Player’s Likeness in licensed consumer products, whether traditional or digital (e.g.,  
1435 video games, trading cards, apparel) (all of which are included in Section D below), other  
1436 than such products that constitute programming (as described above) or news and  
1437 information offerings regardless of medium (e.g., DVDs, digital highlight offerings).

1438 C. Broadcast Rights. The Players and USLPA do not and will not contest during or  
1439 after the term of this CBA, and this hereby confirms their acknowledgment of, the  
1440 exclusive rights of the League and Clubs (i) to telecast, broadcast, or otherwise distribute,  
1441 transmit or perform, on a live, delayed, or archived basis, in any and all Media, any  
1442 League or Club matches or any excerpts thereof and (ii) to produce, license, offer for



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1443 sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any  
1444 of the foregoing), on a live, delayed, or archived basis, any League or Club matches or  
1445 any excerpts thereof, in any and all Media.

1446 D. Group Licensing. The USLPA, on behalf of present and future Players, agrees  
1447 that the League, for good and sufficient consideration, has the worldwide right to use or  
1448 license in a group of three (3) or more Professional Players the Likenesses of all such  
1449 Players in connection with any product, brand, service, product line or other commercial  
1450 use and any sponsorship, endorsement or promotion thereof, provided that such use is in  
1451 combination with the use of any or all League or Club names, logos, trademarks, trade  
1452 dress, uniforms or other form of League intellectual property (a “Group Licensing  
1453 Program”), as further set forth in the Group License Agreement between the League (on  
1454 behalf of itself and the Clubs) and the USLPA (on behalf of itself and the Players)  
1455 executed contemporaneously herewith (as it may be amended, restated, supplemented, or  
1456 otherwise modified in accordance with its terms, the “Group License Agreement”). Such  
1457 grant includes the right to make individual use, or license the individual use, of a Player's  
1458 Likeness in a series, set, collectible or as part of a sequential product (e.g., trading cards,  
1459 posters, pins, etc.) with three (3) or more Professional Players, provided that it is not in a  
1460 manner that features, highlights or individually promotes such Player to a greater degree  
1461 relative to the other Professional Players in any given application.

1462 E. No Player Endorsement. Notwithstanding anything to the contrary in Article  
1463 15.B or Article 15.D, the foregoing grant does not confer, during or after the term of this  
1464 Agreement, any right or authority to use a Player's Likeness in a manner that implies any  
1465 endorsement by Player of a third-party brand, product or service (“Endorsement”). For  
1466 purposes of clarity, and without limitation, it shall not be an Endorsement for a Club or  
1467 the League to use, or authorize others to use, including, without limitation, in a Group  
1468 Licensing Program or in third party advertising and promotional materials, footage and  
1469 photographs of Player's participation in League or Club matches or events that does not  
1470 unduly focus on, feature, or highlight, Player in a manner that leads the reasonable  
1471 consumer to believe that Player is a spokesperson for, or promoter of, a third-party  
1472 commercial product or service.

1473 F. Player Marketing Rights.

1474 1. A Player shall not:

1475 (a) use the name or logo of the League or the Clubs for any purpose  
1476 unless he shall have received the prior written consent and  
1477 approval of the League or Club (as applicable, which may be  
1478 withheld in their sole and absolute discretion); provided, however,  
1479 that the Player shall have the right to use the Club's name for  
1480 biographical purposes; or

1481 (b) unless he shall have received the prior written consent and  
1482 approval of the League or Club (as applicable, which may be  
1483 withheld in the their sole and absolute discretion), use or make any

1484 endorsements or commercial appearances, sponsor any products,  
1485 consent to the use by any third party of any name, picture or  
1486 likeness of the Player (a) in which he appears, either alone or with  
1487 others, in any official Club uniform, in any attire which closely  
1488 resembles or is substantially similar (so as to be confusingly  
1489 similar) to any official Club uniform, or in any attire whatsoever  
1490 bearing or displaying the marks and/or logos of either the League  
1491 or any Club, or (b) in which he appears together with two (2) or  
1492 more other members of the Club or League, regardless of their  
1493 attire, or (c) in which he is identified as a member of the Club or  
1494 League.

1495 2. In the event of any inconsistency between, on the one hand, any provisions  
1496 of either this Agreement or the Player's SPA and, on the other hand, any sponsorship,  
1497 endorsement or licensing agreement (including any agreement with regard to footwear)  
1498 entered into, renewed, or otherwise extended by a Player during the term of his SPA, the  
1499 provisions of this Agreement and the Player's SPA shall control, and the Player shall be  
1500 solely responsible for complying with such provisions.

1501 G. Apparel.

1502 1. Except as specified in Article 15.G.2 or Article 15.G.3 below, a Player  
1503 shall wear and/or display only such footwear, clothing, equipment and other personal  
1504 items as are endorsed by the League or his Club (and shall promptly obey and comply  
1505 with any and all other reasonable guidelines and directives hereinafter issued by the  
1506 League or his Club regarding apparel and/or equipment permitted or not permitted to be  
1507 worn or utilized by members of the Club) at Club matches, practices or training camps, at  
1508 clinics or other events sponsored or arranged by the Club or the League, at all Player  
1509 appearances on behalf of the Club or the League, and/or while traveling with the Club.  
1510 For the purpose of this Article, Players may be required by the League or the Club to  
1511 wear on-field footwear manufactured by Adidas, Nike, Puma, or another reputable and  
1512 professionally appropriate manufacturer approved in writing by the USLPA (which  
1513 approval shall not be unreasonably withheld, conditioned or delayed).

1514 2. The Player shall not display any logo upon or endorse, or agree to display  
1515 any logo upon or endorse, any item of on-field equipment which is not produced by the  
1516 League's or Club's Official Equipment Supplier(s) except, in certain instances, for on-  
1517 field footwear or goalkeeper glovegear, as set forth in Article 15.G.3 below.

1518 3. A Player may wear manufacturer-logo-identified shoes or goalkeeper  
1519 gloves on-field only if such manufacturer has been designated by the League as an  
1520 authorized footwear or glove supplier, as applicable. If on-field shoes or goalkeeper  
1521 gloves are supplied by or on behalf of his Club (without cost to the Player), then the  
1522 Player shall wear (and display the logo of) only the shoes or gloves supplied by his Club  
1523 unless (i) he has a Qualifying Shoe or Glove Deal with a different manufacturer or (ii) he  
1524 has formally completed an opt-out process. The specific procedure for completion of the  
1525 opt-out process will be established by the League, in consultation with the USLPA, but is

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1526 intended to provide a Player with the opportunity to avoid wearing Club-provided on-  
1527 field shoes upon the medical advice of a trainer or doctor.

1528 H. USLPA Marketing. The USLPA agrees that it will not engage in or conduct (or  
1529 permit or license any third party to engage in or conduct) any form of trade or consumer  
1530 promotion, marketing or advertising that uses or refers to League or Club intellectual  
1531 property, to any of the Club’s stadiums or practice facilities, or that otherwise creates an  
1532 association between the League or any USL Clubs and a third party.

**Article 16. Rules and Discipline**

**A. Club Rules.**

1. Clubs may establish, maintain, modify and enforce rules with which its players shall comply at all times, whether on or off the field; provided, however, that such rules are in writing, are reasonable, and do not violate the provisions of this Agreement or the SPA. A Club may discipline a Player for violation of such Club rules and otherwise for just cause. The discipline to be imposed, if any, shall be considered and decided by the Club, who may terminate an SPA or impose other lesser discipline in lieu of termination at any time without further obligation on either party to the SPA; provided, however, that: (i) any such discipline is reasonable in relation to the offense (or series of offenses, if applicable); (ii) if such discipline is monetary (e.g., a fine), such discipline is also reasonable in relation to the Player's compensation; and (iii) the schedule of fines (or other discipline) had been distributed or otherwise made available to the Player prior to the occurrence of the applicable violation.

2. For the avoidance of doubt (and without limiting any other provisions of this Agreement), if a Player does any of the following, such action (or inaction, as the case may be) shall be considered a material breach of this Agreement or the SPA (regardless of whether such is specified in any Club rules):

(a) engages in acts of deliberate misconduct or insubordination, after prior warning;

(b) engages in a single egregious act of misconduct (with or without prior warning);

(c) fails, refuses or neglects, following notice and an opportunity to cure, to submit to medical evaluations or to medical treatment in accordance with Article 10 or the SPA; or

(d) has received written notice of breach (including via email) on three or more occasions, at least one of which was from a front office executive such as the President or General Manager, for Club rules that resulted in discipline that could have been grieved under Article 24 of this Agreement, and without such discipline being set aside either by the Impartial Arbitrator or the Grievance Committee. For the purposes of this provision, "discipline" means either (i) a suspension (for any period of time) or (ii) a fine or monetary penalty of at least \$100.00 that was deducted from the Player's wages in accordance with Article 16.E.

3. When a Player is disciplined by his Club, he shall be given notice in writing, stating the amount of the fine, the duration of the suspension, and any other discipline (in each case, as applicable), and the reasons therefor.

1572 4. Club discipline is subject to the Dispute Resolution provisions of Article  
1573 24, and such rules shall not be stayed pending such Grievance procedures. The Club  
1574 rules shall be equally applicable to each Player, and its current rules must be made  
1575 available to any Player or prospective Player upon request.

1576 B. Certain League Discipline: League discipline for off-field misconduct that is not  
1577 determined by the USL to be detrimental to the reputation and public image of the  
1578 League, the Team and/or the sport of soccer (i.e., within the scope of Article 16.C.2,  
1579 below) shall be subject to the “just cause” standard. Any grievance relating thereto shall  
1580 be resolved as provided in the Dispute Resolution provisions of Article 24.

1581 C. Discipline for On-Field Conduct and Detrimental Off-Field Conduct. It is  
1582 understood and agreed that USL may discipline a Player for on-field misconduct and for  
1583 off-field misconduct detrimental to the reputation and public image of the League, the  
1584 Club and/or the sport of soccer, as more fully described hereafter.

1585 1. *On-Field Misconduct*.

1586 (a) “On-Field Misconduct” shall include misconduct that occurs in any  
1587 stadium or playing facility, in and/or around the stadium or playing  
1588 facility (involving any person(s) or property in or around the  
1589 stadium or playing facility), including, but not limited to: the  
1590 playing field, locker rooms, parking lots, spectator stands or other  
1591 spectator facilities, and other back-of-house and underground  
1592 areas, including those used by television production and other  
1593 media), and which occurs at, during or in connection with any  
1594 match or tournament in which the Player competes.

1595 (b) Discipline for on-field misconduct will ordinarily be considered  
1596 and imposed by the USL (or an internal committee thereof).  
1597 Discipline for on-field misconduct may include a fine and/or  
1598 suspension, with or without pay, or other lesser discipline, and may  
1599 be imposed regardless of whether a yellow or red card has been  
1600 issued.

1601 (i) Any USL-imposed discipline (A) for on-field misconduct  
1602 under this Article 16.C.1 that exceeds the standard  
1603 minimum fine amount or suspension length or (B) for  
1604 “major game misconduct” may be appealed to the IDP (as  
1605 defined below), provided such appeal is submitted within  
1606 twenty-four (24) hours of the communication of the  
1607 suspension or fine. The IDP may revise any such discipline  
1608 in its discretion, provided that any such decision is  
1609 unanimous. If the IDP is unable to reach a unanimous  
1610 decision, the IDP will be deemed to have decided to uphold  
1611 the discipline. Any such decisions by the IDP constitute  
1612 full, final and non-reviewable (in arbitration or otherwise)

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- 1613 dispositions of the disputes and will be binding on the  
1614 Player(s) involved and the parties to this CBA.
- 1615 (ii) Any USL-imposed discipline for the standard minimum  
1616 fine amount and suspension length is non-reviewable (in  
1617 arbitration or otherwise).
- 1618 (iii) Any Club discipline for on-field misconduct rendered in  
1619 addition to the discipline rendered by the League or IDP  
1620 may be grieved to the Impartial Arbitrator in accordance  
1621 with Article 24, except that the sole issues before the  
1622 Impartial Arbitrator shall be whether the Club’s decision  
1623 was arbitrary and capricious.
- 1624 Any suspension imposed under this Article 16.C.1 shall not be  
1625 stayed pending appeal.
- 1626 (c) USL will engage in a dialogue with the USLPA in the manner  
1627 required by Article 6.D prior to making any substantive  
1628 modifications to the review and appeals processes for on-field  
1629 misconduct, as set forth in the Competition Manual; provided,  
1630 however, that the Independent Disciplinary Panel (the “IDP”) shall  
1631 be comprised of the following three individuals, in each instance  
1632 not affiliated with the League or the USLPA: (1) a former  
1633 professional coach, selected by USL; (2) a former professional  
1634 referee, selected by USL; and (3) a former professional player,  
1635 selected by the USLPA.
- 1636 (d) If the USL believes that a Player’s actions during a match  
1637 warranted a red card and either (i) the officials did not see the  
1638 incident, and therefore did not have an opportunity to act, or (ii)  
1639 the officials did see the incident but no red card was issued at the  
1640 time, the USL shall refer such matters to the IDP. The IDP will be  
1641 empowered to issue a red card to any player for such player’s  
1642 actions during a match, provided that (i) if the officials did not see  
1643 the incident, and therefore do not have the opportunity to act, the  
1644 IDP unanimously determines such action to have warranted a red  
1645 card and (ii) if the officials did see the incident but no red card was  
1646 issued at the time, the determination that a red card was warranted  
1647 is unanimous. Any such decision by the IDP is binding and non-  
1648 reviewable (in arbitration or otherwise). In determining whether a  
1649 red card was warranted, the IDP will also be empowered to  
1650 determine any discipline associated with the player’s actions  
1651 (which may exceed the standard minimums). Any such decisions  
1652 by the IDP constitute full, final and non-reviewable (in arbitration  
1653 or otherwise) dispositions of the matter and will be binding on the  
1654 Player(s) involved and the parties to this CBA.

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1655 (e) Subject to Article 16.C.1(f), Players shall receive suspensions and  
1656 fines for the accumulation of yellow cards during a single season  
1657 under the following schedule:

1658 (i) Five yellow cards: No suspension, \$100 fine.

1659 (ii) Eight yellow cards: One (1) game suspension, \$200.00 fine.

1660 (iii) Eleven yellow cards: Two (2) game suspension, \$300.00  
1661 fine.

1662 (iv) Fourteen yellow cards: Three (3) game suspension, \$400.00  
1663 fine.

1664 However, the Player shall not be charged for any of any fine  
1665 amounts associated with accumulating five (5) or eight (8) yellow  
1666 cards (and such amounts shall be paid by the Club). However, for  
1667 the fine amounts associated with eleven (11) or fourteen (14)  
1668 yellow cards, the Club may require the player to pay up to fifty  
1669 percent (50%) of the fine (with the Club covering the remainder).  
1670 The Good Behavior incentive in place as of May 29, 2019, shall  
1671 remain in effect.

1672 (f) As a general rule, a Player will automatically reduce his yellow  
1673 card accumulation total by one yellow card each time he appears in  
1674 five consecutive Regular Season matches without a card or  
1675 supplemental discipline. For clarity, a Player cannot have a  
1676 negative yellow card accumulation total—it can only reset to a  
1677 zero-card total. This incentive will be automatically applied a  
1678 maximum of three times through the course of a Season.

1679 2. *Off-Field Misconduct Detrimental to the Reputation of the League.*

1680 (a) In the event that the USL determines that alleged off-field conduct  
1681 is detrimental to the public image and/or reputation of the League,  
1682 the Club and/or the sport of soccer, the incident and the discipline  
1683 to be imposed, if any, shall be considered and decided by the USL,  
1684 which may terminate an SPA (without limitation to Article 16.C.1  
1685 above and other provisions of this CBA regarding termination of  
1686 an SPA), impose a fine and/or suspension (with or without pay) or  
1687 impose other lesser discipline in lieu of termination at any time  
1688 without further obligation on either party to the SPA, upon written  
1689 notice (which may be via email) to the Player and the USLPA.  
1690 Such alleged off-field conduct includes (without limitation):

1691 (i) if the Player violates any substance abuse policy then in  
1692 effect or is subjected to any penalties for testing positive for  
1693 a Prohibited Substance, for noncompliance, or for refusal to

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- 1694 submit to a drug test as required under the terms of such  
1695 substance abuse policy;
- 1696 (ii) if the Player bets, or has offered or attempted to bet, money  
1697 or anything of value on any match participated in by any  
1698 Club (in the League), or by any Players, or on matches of  
1699 any National Team (including, without limitation,  
1700 participation in any kind of fantasy game);
- 1701 (iii) if the Player is involved in any attempt to fix, throw or  
1702 improperly affect any soccer match (including any League  
1703 Competition); or
- 1704 (iv) if the Player is involved in the giving or offering of any  
1705 bribe that involves, or gambles on, any League  
1706 Competition.
- 1707 (b) Any disputes relating to discipline imposed under this Article  
1708 16.C.2 shall be decided pursuant to the Grievance procedures set  
1709 forth in Article 24, except that the sole issues before the Grievance  
1710 Committee (and Impartial Arbitrator, if applicable) shall be (a)  
1711 whether the USL exceeded the scope of its authority and (b) if not,  
1712 whether the USL’s determination was supported by substantial  
1713 evidence and was not unreasonable based on the following  
1714 considerations: (i) the facts and circumstances surrounding the  
1715 conduct at issue; (ii) whether the penalty was proportionate to the  
1716 gravity of the offense; and (iii) the legitimate interests of both the  
1717 Player and the League. Any suspension imposed under this Article  
1718 16.C.2 shall not be stayed pending appeal.
- 1719 D. Non-Duplicative. While both the Club and the USL may have the authority to  
1720 discipline a Player for misconduct, in the event that both the Club and the USL impose  
1721 any monetary discipline (e.g., fines) for the same conduct, only the USL-imposed  
1722 monetary discipline shall be effective. However, this Article 16.D does not prevent a  
1723 Club from imposing its own non-monetary discipline on top of any discipline imposed by  
1724 the League (e.g., if the League suspended a Player for 3 matches, there is nothing that  
1725 would prevent the Club from extending its own internal suspension of the Player beyond  
1726 3 matches).
- 1727 E. Deduction of Fines. A Club shall deduct from any amounts due to the Player per  
1728 his SPA any fines or penalties levied against the Player by USL or his Club unless (i) the  
1729 fine is under appeal to the League or (ii) the USL’s decision in connection with such fine  
1730 or penalty is the subject of a Grievance under Article 24; or (iii) if such fine is due to  
1731 caution accumulations. With respect to (iii), whether or not to deduct such amounts shall  
1732 be at the discretion of the Club.



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**Article 17. Prohibited Activities**

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During the term of his employment under a Standard Player Agreement, a Player shall not, without the written consent of his Club, engage in activities involving a substantial risk of bodily injury, including without limitation: (i) sky-diving, hang gliding, snow skiing, rock or mountain climbing (as distinguished from hiking), rappelling, and bungee jumping; (ii) fighting (*i.e.*, mixed martial arts; jujitsu), boxing, or wrestling; (iii) driving or riding on a motorcycle or moped; (iv) riding in or on any motorized vehicle in any kind of race or racing contest; (v) operating an aircraft of any kind; (vi) engaging in any other activity excluded or prohibited by or under any insurance policy which the Club procures against the injury, illness or disability to or of the Player, or death of the Player, for which the Player has received written notice from the Club prior to the execution of his SPA; or (vii) participating in any match or exhibition of soccer, basketball, American football, hockey, lacrosse, or other contact sport. Players may, without written consent of the Club, participate, as amateurs, in golf, running, swimming, hiking, and other activities that (1) are non-contact and (2) do not involve a substantial risk of bodily injury, including off-season soccer training or activities consistent with the Club’s off-season training regimen.

1750 **Article 18. Player Compensation; Benefit Spend**

1751 In lieu of setting spending minimums and maximums on different categories of  
1752 expenses, the following concept is intended to permit Clubs to spend money relating to  
1753 Professional Players in the manner in which the Clubs deem best, while also ensuring that  
1754 they meet certain aggregate minimum spending obligations relating thereto.

1755 A. Benefit Spend.

1756 1. A “Benefit Spend” is the sum of (x) annual spending (or the fair market  
1757 value of other benefits provided), on an accrual basis (subject to Article  
1758 18.A.2), by or on behalf of a Club or a Club-Related Entity relating  
1759 directly to Players and (y) the Club’s Loaned Player Salary Allocation.  
1760 Spending relating directly to Players includes (without limitation) the  
1761 following categories, subject to the rules set forth in Article 18.A.2 below:

1762 (a) Salary paid to Players;

1763 (b) Signing (or other guaranteed) bonuses (each, as amortized over the  
1764 Guaranteed Years of the respective SPAs);

1765 (c) Incentive or other bonus payments;

1766 (d) Amounts paid for services other than as a professional soccer  
1767 player;

1768 (e) The value of any housing or personal transportation (or the amount  
1769 of any such stipend, if applicable);

1770 (f) Health or other insurance contributions (including to or on behalf  
1771 of a Professional Player’s family);

1772 (g) Player medical costs (e.g., fees to doctors, hospitals, and other  
1773 health care providers, the drugs and other medical supplies  
1774 provided to Players, and the cost associated with implementing any  
1775 concussion or other player health and safety protocols), but not  
1776 including (a) salaries of trainers or other Club personnel, (b) the  
1777 cost of Club medical or training equipment, or (c) costs which are  
1778 reimbursed by or paid for through workers’ compensation or any  
1779 other medical insurance);

1780 (h) workers’ compensation premiums, payroll, unemployment  
1781 compensation and social security taxes (including payments made  
1782 on behalf of a Player released from his SPA that covers that  
1783 Contract Year);

1784 (i) Any relocation costs to or from the Club’s home city (or the  
1785 amount of any such stipend, if applicable), other than in connection

- 1786 with a Player’s loan or transfer;
- 1787 (j) The value of meals provided *other than* during team travel; and
- 1788 (k) Any fees payable to Players’ agents or representatives.

1789 However, for the avoidance of doubt, spending that is only indirectly  
1790 related to Professional Players (or their families, as applicable) is not to be  
1791 included in a Club’s Benefit Spend. Such indirect spending includes, for  
1792 example, spending on (i) uniforms and other equipment provided to  
1793 Professional Players; (ii) coaches or other technical staff (or any other  
1794 Club personnel); (iii) stadium, practice facilities, and other Club  
1795 infrastructure; and (iv) team travel (including *per diems* or meals in lieu  
1796 thereof).

1797 2. Accounting.

1798 (a) General Rule. Except as set forth in the rules below, all  
1799 compensation paid (or otherwise provided) to a Player pursuant to  
1800 the terms of an SPA shall be attributable to the Contract Year(s) in  
1801 which the Player is required under the SPA to render services to  
1802 the Club as a soccer player, regardless of how the compensation is  
1803 characterized under the SPA.

1804 (b) Loaned Player Salary Allocation. A Loaned Player’s Salary shall  
1805 be equal to the lesser of \$100,000 and the greater of:

1806 (i) the Loaned Player’s Salary (as determined in the playing  
1807 contract with his Parent Club), multiplied by the number of  
1808 Official Matches in which the player appeared, divided by  
1809 the number of the Club’s Official Matches; and

1810 (ii) the combined amount paid (x) to the Parent Club for the  
1811 right to use the player and (y) the Salary actually paid to the  
1812 player by the Club.

1813 (c) Signing Bonus. Any signing or other guaranteed bonus in an SPA  
1814 shall be attributed, *pro rata*, over the Guaranteed Years of the  
1815 SPA. If an SPA contains only one (or no) Guaranteed Years, the  
1816 Signing Bonus shall be attributed in full to the first Contract Year.

1817 (d) Performance Bonuses. Any amounts that are actually earned by a  
1818 Player as performance bonuses, or any other bonuses properly  
1819 included in an SPA, shall be included as part of the Benefit Spend  
1820 in the Contract Year in which the service or performance giving  
1821 rise to the Bonus was provided.

1822 (e) Player Agent Costs. Any amounts paid by a Club to a Player’s

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1823 agents or representatives shall be considered the equivalent of a  
1824 signing bonus and, accordingly, shall be attributed, *pro rata*, over  
1825 the Guaranteed Years of the player’s SPA.

1826 B. Maximum Benefit Spend.

1827 1. The League may establish rules prohibiting, limiting, taxing, or otherwise  
1828 regulating any Benefit Spend by any Club in excess of the Maximum  
1829 Benefit Spend. As used herein, the Maximum Benefit Spend means, for  
1830 each Year, a Benefit Spend of not less than the following amount:

Year	Maximum Benefit Spend
2023	\$1,300,000
2024	\$1,400,000
2025	\$1,500,000
2026	\$1,600,000
2027	\$1,700,000

1831 For each Year thereafter, the Maximum Benefit Spend shall be increased  
1832 by the lesser of:

1833 (a) the percentage rate of increase for the immediately preceding Year  
1834 in the CPI; and

1835 (b) five percent (5%).

1836 2. The League may unilaterally increase the Maximum Benefit Spend or, in  
1837 so calculating, may reduce or exclude any type of Benefit Spend in its sole  
1838 and absolute discretion. However, in any instance in which the League  
1839 increases the Maximum Benefit Spend (or reduces or excludes certain  
1840 types of Benefit Spend from its calculation), the revised Maximum Benefit  
1841 Spend will not be locked-in as a new Maximum Benefit Spend floor.

1842 3. If the League establishes any rules prohibiting, limiting, taxing, or  
1843 otherwise regulating any Benefit Spend in excess of the Maximum Benefit  
1844 Spend, the League shall confidentially provide the USLPA with a copy of  
1845 such rules (as they may be amended from time to time).

1846 4. Beginning with respect to 2023, the League will provide the USLPA with  
1847 a report by April 1 of the succeeding year including each Club’s actual  
1848 Benefit Spend and the amount of each component spent thereon.

1849 C. Calculation of Minimum Base Compensation.

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- 1850 1. For purposes hereof, a Player’s Base Compensation is equal to:
- 1851 (a) his Salary; *plus*
- 1852 (b) the value of any housing or personal transportation (or the amount
- 1853 of any such stipend, if applicable); *plus*
- 1854 (c) the value of any health insurance contributions (including to or on
- 1855 behalf of a Player’s family); *plus*
- 1856 (d) the applicable portion of any signing (or other guaranteed)
- 1857 bonuses, but specifically excluding any amounts paid by a Club to
- 1858 a Player’s agents or representatives.
- 1859 2. With respect to 1(d) above, the amount of such payments shall be
- 1860 attributed evenly over the Standard Compensation Period throughout the
- 1861 term of the SPA (excluding any option years).

1862 D. Minimum Base Compensation Requirements. Beginning with respect to the 2023

1863 Season, the Parties agree to the Base Compensation requirements set forth below. In

1864 each instance, any Minimum Base Compensation requirements are applicable, for any

1865 given Contract Year, only during the Standard Compensation Period. All amounts set

1866 forth herein are “per month” and any pro-rated amounts are to be based on a 30-day

1867 month.

- 1868 1. Each Player’s Base Compensation shall be equal to or greater than the
- 1869 Base Compensation amounts set forth below (as applicable, the
- 1870 “Minimum Base Compensation”).

Year	Minimum Base Compensation
2023	\$2,000
2024	\$2,100
2025	\$2,200
2026	\$2,350
2027	\$2,500

1871 For each Year thereafter, the Minimum Base Compensation shall be

1872 adjusted by the lesser of (x) the percentage rate of increase for the

1873 immediately preceding Year in the CPI or (y) 4%.

- 1874 2. In no event may the reasonably anticipated value of a Player’s housing and
- 1875 health insurance account for greater than half of his Base Compensation.
- 1876 Each Club shall certify to the League in the form included as Exhibit F (or

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1877 such other form as the League and USLPA may subsequently agree), on  
1878 an annual basis in connection with each Player’s registration, the  
1879 reasonably anticipated value of such housing and health insurance. The  
1880 Club shall promptly make such certifications available to the applicable  
1881 Player and/or the USLPA upon request.

1882 3. Performance-Based Contracts shall be for no less than the applicable  
1883 Minimum Base Compensation. Further, a Club may not, at any one time,  
1884 be a party to more than five (5) Performance-Based Contracts (in the  
1885 aggregate). Furthermore:

1886 (a) If a Club is party to three (3) Performance-Based Contracts at any  
1887 one time, the Base Compensation of at least one (1) such contract  
1888 must be greater than or equal to Minimum Base Compensation  
1889 plus five hundred dollars (\$500)

1890 (b) If a Club is party to four (4) Performance-Based Contracts at any  
1891 one time:

1892 (i) the Base Compensation of at least one (1) such contract  
1893 must be greater than or equal to Minimum Base  
1894 Compensation plus five hundred dollars (\$500); and

1895 (ii) the Base Compensation of at least one (1) such contract  
1896 must be greater than or equal to Minimum Base  
1897 Compensation plus one thousand dollars (\$1,000).

1898 (c) If a Club is party to five (5) Performance-Based Contracts at any  
1899 one time:

1900 (i) the Base Compensation of at least one (1) such contract  
1901 must be greater than or equal to Minimum Base  
1902 Compensation plus five hundred dollars (\$500); and

1903 (ii) the Base Compensation of at least two (2) such contracts  
1904 must be greater than or equal to Minimum Base  
1905 Compensation plus one thousand dollars (\$1,000).

1906 E. Notwithstanding anything to the contrary in this Agreement, Clubs must ensure  
1907 that each Player’s compensation meets or exceeds that required by applicable Law.

1908 F. To the extent that the Club pays a Player’s agents or representatives or provides  
1909 housing to a Player, such payments (or the value thereof, if applicable) will be included  
1910 as income to the Player (which is then subject to withholding and other taxes upon the  
1911 Player’s income).

1912 **Article 19. Per Diem; Travel; Parking; and Practice Facilities**

1913 A. Per Diem Allowance.

1914 1. A Player's *per diem* while traveling with his team shall be paid at the  
1915 standard *per diem* rates set forth by the General Services Administration.  
1916 As of the execution of this CBA, the standard *per diem* rate is \$55/day  
1917 (\$13 for breakfast; \$14 for lunch; \$23 for dinner; and \$5 for incidentals).

1918 2. When a team is on the road for less than a full day, a partial per diem shall  
1919 be paid, based upon the time of departure from or arrival in the Club's  
1920 home city:

1921 (a) Departure after 9:00 a.m./arrival before 7:00 a.m., and the Club  
1922 does not hold a practice, required meeting or any other event  
1923 requiring a Player's attendance between 7:00 a.m. and 9:00 a.m.,  
1924 lasting more than thirty (30) minutes - no breakfast expense;

1925 (b) Departure after 1:00 p.m./arrival before 11:30 a.m., and the Club  
1926 does not hold a practice, required meeting or any other event  
1927 requiring a Player's attendance between 11:30 a.m. and 1:00 p.m.,  
1928 lasting more than thirty (30) minutes - no lunch expense;

1929 (c) Departure after 7:00 p.m./arrival before 5:30 p.m., and the Club  
1930 does not hold a practice, required meeting or any other event  
1931 requiring a Player's attendance between 5:30 p.m. and 7:00 p.m.,  
1932 lasting more than thirty (30) minutes - no dinner expense.

1933 (d) If a road trip is expected to last 3 days or less, the total trip per  
1934 diem shall be paid in a lump sum at the time of departure. If the  
1935 trip is expected to last longer than 3 days, per diem may be paid in  
1936 two (2) equal payments.

1937 3. A Club may arrange for prepared meals in lieu of paying the associated  
1938 meal *per diems* if it chooses, provided that such meals are reasonably in  
1939 line with the *per diem* level. Meals provided at no charge by an airline  
1940 shall not cause a reduction in the per diem allowance. Per diem money  
1941 lost by a Player will not be replaced.

1942 B. Travel. Absent unique circumstances or the prior approval of the League and  
1943 USLPA, where travel to a match or other event is in excess of 500 miles, the Club shall  
1944 provide any travelling Players with air transport.

1945 C. Other Travel Expenses and Parking.

1946 1. *Other Travel Expenses.*

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- 1947 (a) For travel to the airport in connection with Club-required travel  
1948 each Club, in its sole discretion, will provide either (i) a team bus  
1949 to the airport from the practice facility or stadium or (ii) will  
1950 reimburse the Player within thirty (30) days for reasonable non-  
1951 satellite parking, subject to submission of expense reports in  
1952 accordance with the Club’s rules and within thirty (30) days of  
1953 when such expenses are incurred.
- 1954 (b) For Club-required travel for which air transport is not provided, the  
1955 Club will provide a Team bus for transport.
- 1956 2. *Parking.* Each Club shall provide or arrange for parking for its Players at  
1957 its home stadium and practice facility on match and practice days, without  
1958 cost to the Players.
- 1959 D. Practice Facility.
- 1960 1. Each Club shall designate its primary (on-field) practice facility (the  
1961 “Primary Facility”) at least forty-five (45) days in advance of the first  
1962 training session in the Club’s home market.
- 1963 2. If any Player resides in Team-provided housing more than twenty-five  
1964 (25) miles from a practice facility (whether the primary or an alternate  
1965 facility), the Player shall be reimbursed for the incremental mileage (at the  
1966 then-current Internal Revenue Service rate) each time he is reasonably  
1967 required to travel to/from such practice facility for Team activities (with  
1968 appropriate documentation to be submitted within thirty (30) days of the  
1969 time of incurring the expense). By way of example, if a Player lived in  
1970 Club-provided housing that was thirty (30) miles from the practice facility,  
1971 then he would be reimbursed for the additional five (5) miles to and from  
1972 the practice facility. By way of further example, if the same Player was  
1973 required to report to a temporary separate training facility that was forty  
1974 (40) miles from their Club-provided housing, then he would be reimbursed  
1975 for the additional fifteen (15) miles to and from that temporary training  
1976 facility.
- 1977 3. The Primary Facility must have locker rooms which are accessible to the  
1978 Players pre- and post-practice.
- 1979 4. With respect to any on-field practice facility being used by a Club  
1980 (including if it is being provided by the Club for use by a visiting Team,  
1981 and regardless of whether it is the Primary Facility), the Club shall ensure  
1982 that (a) during any Team practice times, reasonable precautions have been  
1983 taken to prevent unauthorized access to the field(s) being utilized by the  
1984 Team and (b) a trainer’s table is present at the practice facility.
- 1985 5. Further, the Parties acknowledge that, as of the Effective Date, the  
1986 Competition Manual states that “[the] home Team must ensure that the



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1987 surface of the practice facility matches the surface of the main stadium and  
1988 the practice facility is a minimum of 110 x 70 yards. Additionally, the  
1989 field quality standards that apply to the stadium also apply to the training  
1990 facility.”<sup>2</sup> In the event that the USL and the USLPA reasonably agree that  
1991 these standards are not met by a particular Club, the League shall provide  
1992 the USLPA with regular updates on the Club’s efforts to bring its practice  
1993 facility into compliance. Any fine amounts received by the USL from a  
1994 Club for its violation of these standards shall be shared equally with the  
1995 USLPA.

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<sup>2</sup> Per the Competition Manual: “Each stadium must have a uniform playing surface that consists of natural grass or FIFA-approved synthetic turf and must be in good playing condition.”

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**Article 20. Workers' Compensation**

1997 A. Benefits. Workers' Compensation (or equivalent benefits, if and as applicable)  
1998 shall be provided by each Club for its Players in accordance with applicable Law and this  
1999 Agreement. In any state where workers' compensation coverage is not compulsory or  
2000 where a Club is excluded from a state's workers' compensation coverage, a Club will  
2001 either voluntarily obtain coverage under the compensation Laws of that state or otherwise  
2002 guarantee equivalent coverages to its Players. In the event that a Player qualifies for  
2003 benefits under this section, such benefits will be equivalent to those benefits paid under  
2004 the compensation Law of the state in which his Club is located.

2005 B. Rejection of Coverage. Nothing in this Article is to be interpreted as preventing a  
2006 Club that has the legal right to do so from rejecting coverage under the workers'  
2007 compensation Law of its state or to otherwise extend coverage through an alternative  
2008 product (e.g. on a risk-pooled basis) that may become available during the Term of this  
2009 CBA, provided that such benefits will be equivalent to those benefits payable under the  
2010 compensation Law of the state in which the Club is located.

2011 C. Offsets. Where permitted by applicable Law, a Club may receive a  
2012 reimbursement, credit, or offset against a workers' compensation award based on  
2013 compensation paid (or otherwise delivered) by the Club to a Player while under an SPA;  
2014 it being understood that any such amount received by a Club may not be included in the  
2015 Club's Benefit Spend calculation under and pursuant to Article 18.A.

2016 D. Reporting of Covered Injuries. Pursuant to Article 10.A.4, each Player has the  
2017 obligation to promptly notify the Club's coach, athletic trainer, or physician of any injury  
2018 which is incurred (or aggravated) during the course of the Player's employment as a  
2019 skilled soccer player with the Club (each, a "Covered Injury"). The applicable Club shall  
2020 then report each such Covered Injury to its workers compensation carrier or insurance  
2021 agent (as applicable, the "Carrier"), as required, regardless of whether such Club  
2022 ultimately seeks to have the Carrier cover any associated claims or expenses.

2023 E. Medical Bills. Unless otherwise payable by a Carrier or other third party, should  
2024 the Player suffer a Covered Injury and timely report such Covered Injury to his Club, his  
2025 Club shall be responsible, except as provided in subsection F below, for payment of the  
2026 Player's reasonable hospitalization, medical and dental expenses necessarily incurred as a  
2027 result of such Covered Injury. All treatment received by Players under this subsection  
2028 shall be at the direction and prior approval of the Club and/or the Carrier, provided that  
2029 any surgical or other invasive procedure shall be with the prior *written* approval of the  
2030 Club and/or the Carrier.

2031 F. Choice of Surgeon. In the event that a Player requires a surgical or other invasive  
2032 procedure, the Club shall use good faith efforts to ensure that at least two (2) surgeons are  
2033 made available to the Player (it being acknowledged that the surgical options presented to  
2034 the Player may be at the discretion of the Carrier and the Club cannot guarantee more  
2035 than one (1) such option). If the Player ultimately desires to have such procedure  
2036 performed by a surgeon who has not been approved in writing by the Club and/or Carrier,

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2037 as required by subsection E above, the Club shall not unreasonably withhold its consent  
2038 to the procedure with the Player's desired surgeon; provided, however, that (i) any costs  
2039 or expenses in connection therewith shall be borne entirely by the Player and (ii) the  
2040 Player acknowledges that such election may result in the loss or reduction of coverage by  
2041 the Carrier with respect to such Covered Injury (or any subsequent aggravations thereof).

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**Article 21. Circumvention**

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It is the intention of the parties that the provisions agreed to herein, including, without limitation, those relating to the Benefit Spend, be interpreted so as to preserve the essential benefits achieved by the parties to this Agreement. Neither the USLPA, the USL, nor any Club (or Club-Related Entity) or Player (or Person acting with authority on behalf of such Player), shall enter into any agreement, including, without limitation, any Standard Player Agreement, or undertake any action or transaction, including, without limitation, the assignment or termination of a Standard Player Agreement, which is, or which includes any term that is, designed to serve the purpose of defeating or circumventing the intention of the parties as reflected by all of the provisions of this Agreement.

**Article 22. Vacation and Time Off**

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A. Vacation.

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1. A Player signed to a multi-year SPA (including an SPA for which one or more options is exercised) shall be entitled to a minimum of six (6) consecutive weeks' vacation each year, to be taken only during the Off-Season between each of his Contract Years, at such times as may be approved by his Club; provided, however, that neither days devoted to national team duty nor days devoted to a Compulsory Tournament (which shall include the twenty-one-day training period prior to such competition for all purposes under this Article 22.A) shall be deemed a break in the continuity of a Player's vacation. Days devoted to national team duty shall be considered part of a Player's vacation time. Days devoted to Compulsory Tournaments, however, shall not count as vacation time in calculating the six-week entitlement.

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2. Players on the same Club are not required to be granted the same consecutive six (6) weeks of vacation, provided, however, that the Club shall make good-faith efforts to accommodate Players' vacation-time requests.

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3. Clubs may require Off-Season fitness or training regimens and remote reporting of such regimens even while a Player is on vacation, provided the exact time and place of such regimens are not actively organized or mandated by the Club.

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B. Time Off.

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1. Clubs shall make reasonable efforts to provide Players with at least one (1) day off per week and may not go fourteen (14) consecutive days without providing at least one (1) day off. Clubs must provide at least ten (10) days off every ten (10) weeks. National team duty shall be considered time off for the purposes of this provision. Travel days will not be considered a day off. Days off granted to a Player's team while such Player is on vacation or leave shall be considered a day off for such Player.

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2. Both the USL and the USLPA recognize the importance of the Players' mental health. In connection with the foregoing, the USL and USLPA agree to meet (virtually or in-person), on no less than an annual basis, for the sole purpose of discussing ways in which the parties may work together to improve or protect the collective mental health of the Players, including (without limitation) the feasibility of a mental health break during the season.

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C. Bereavement. In the event of a death of an Immediate Family Member of a Player, the Player shall be entitled to a minimum of four (4) days leave, with pay, upon

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2093 notice to the Club. Appropriate documentation of the death is to be furnished to the Club  
2094 by the Player upon request. Subject to applicable Law, the Club has no obligation to pay  
2095 for any leave granted in excess of four (4) days.

2096 D. Family Leave. A Player may request leave from the Club for the birth of his child  
2097 or the medical emergency of an Immediate Family Member. The Club may require  
2098 appropriate documentation to support the request for family leave prior to approval, not  
2099 to be unreasonably withheld. Upon approval, the Player shall receive four (4) days leave,  
2100 with pay. Subject to applicable Law, the Club has no obligation to pay for any leave  
2101 granted in excess of four (4) days.

**Article 23. Schedules and Calendar**

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2103 A. Duration of League Season. Subject to any applicable Force Majeure provisions,  
2104 the requirements of Article 22 (Vacation and Time Off) and the limitations set forth in  
2105 this Article 1, there is no limitation on the length of the League Season provided that it  
2106 falls within the Standard Compensation Period.

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B. Post-Season and Pre-Season Training.

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1. *End of Regular Season/Post-Season through November 30.* A Player may  
2109 be required to train between such Player’s team’s final Regular Season or  
2110 Post-Season match and November 30 if:

2111

(a) Player’s team has a Compulsory Tournament or a gated  
2112 tournament or exhibition, in which case the Player may be required  
2113 to report to training no earlier than five (5) days prior to the date of  
2114 such match; or

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(b) The Player’s contract has been extended through the following  
2116 season.

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However, such Players shall receive a minimum of three (3) consecutive  
2118 days off including Thanksgiving, as determined by the Club in its  
2119 discretion.

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2. *Pre-Season Training Camp Start Date.* No Club may have its Players  
2121 report to the Club more than eight (8) weeks prior to the date of the first  
2122 match of the Regular Season (the “Pre-Season Training Camp Start Date”)  
2123 except as set forth in Article 23.B.3.

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3. *Exceptions to Pre-Season Training Camp Start Date.* Subject to Article 22  
2125 (Vacation and Time Off), the following are exceptions to Article 23.B.2:

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(a) *Compulsory Tournament Exception:* For a Compulsory  
2127 Tournament, official sanctioned FIFA tournament (e.g., a  
2128 qualifying tournament for the FIFA Club World Cup), Players may  
2129 be required to report to training no earlier than twenty-one (21)  
2130 days prior to the start of such matches; or

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(b) *Non-Compulsory Tournament/Exhibition Matches:* Clubs may  
2132 play exhibition matches between November 30 and the Pre-Season  
2133 Training Camp Start Date, provided that: (i) notice of the  
2134 applicable match is given to the Players at least thirty (30) days in  
2135 advance, and (ii) round-trip transportation is provided between the  
2136 Player’s Off-Season home and reporting location at the Club’s  
2137 expense; and (iii) the match is either gated or the broadcast rights  
2138 thereto have been sold. If these requirements are met and the Club  
2139 schedules exhibition matches or a tournament (other than a

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2140 Compulsory Tournament) during this time period, Players may be  
2141 required to report to training no earlier than five (5) days prior to  
2142 the start of such matches.

2143 The parties' intent in permitting such matches and training is to  
2144 enable Clubs to engage in meaningful competition and not to evade  
2145 the requirement that Pre-Season training camp begin no more than  
2146 eight (8) weeks prior to the first Regular Season match. Clubs shall  
2147 not abuse this provision, and this stated intent, in scheduling  
2148 matches and related training during the Off-Season.

2149 C. Number of Matches.

2150 1. The League Parties will not schedule a Player for more than three (3)  
2151 matches in any seven (7) day period unless such schedule is reasonably  
2152 unavoidable.

2153 2. No Club may play a match within thirty-six (36) hours after the end of a  
2154 prior match unless such schedule is reasonably unavoidable.

2155 3. For avoidance of doubt, national team duty (including the senior and youth  
2156 national teams or Olympic teams of any nation) shall not count toward the  
2157 limitations in Article 23.C.1 or Article 23.C.2 above but may be otherwise  
2158 subject to the limitations set forth in Article 11.B.

2159 4. There is no limitation on the number of matches played between the Pre-  
2160 Season Training Camp Start Date and the start of the Regular Season.

2161 5. From the beginning of the Regular Season through December 23, each  
2162 Club may play no more than fifty (50) matches, *excluding* all FIFA,  
2163 CONCACAF, USSF, CSA, or other Compulsory Tournaments as well as  
2164 any qualifying tournaments or play-in matches (e.g., U.S. Open Cup,  
2165 Canadian Championship, Concacaf Champions League).

2166 D. League Discretion: The USLPA acknowledges that, except as provided in this  
2167 Article 1, League Parties have the right, in their sole discretion, to schedule matches  
2168 involving the Players.



**Article 24. Grievance and Arbitration Procedure**

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A. Scope/Nature of Dispute.

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1. Except as provided otherwise by this Agreement (including by Article 25), any dispute arising after the Effective Date between the USL or a Club, on the one hand, and a Player or the USLPA, on the other hand, and involving either of the following (each, a “Grievance”) will be resolved exclusively in accordance with the procedures set forth in Article 24:

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(a) the interpretation of, application of, or compliance with the CBA, the Standard Player Agreement (including any dispute concerning the validity of an SPA), or any other agreement between a Club and a Player (including any dispute concerning the validity thereof); or

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(b) the interpretation of, application of, or compliance with any League or Club rules.

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2. USL, the USL Clubs, and the USLPA on behalf of the Players hereby agree to utilize the grievance process set forth in this Article 24 as the sole and exclusive means to resolve any Grievance. USL, the USL Clubs, and the USLPA (on behalf of each Player) hereby waives any right to bring any Grievance for resolution on the merits to any FIFA body or tribunal, including any rights pursuant to Chapter IX of the FIFA RSTP. Notwithstanding the foregoing, once a final decision, determination or award has been rendered pursuant to the process set forth in this Article 24, either USL or the Club, on the one hand, or the Player or USLPA, on the other hand, may immediately take such final decision, determination or award to the relevant FIFA body or tribunal or court of law having jurisdiction to be entered and enforced.

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3. Any claims or disputes between a Player and a Club which are not Grievances shall be resolved pursuant to the procedures governing such claims or disputes or by private dispute resolution procedures if so affirmatively designated in the SPA between the Player and the Club.

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B. Initiation. A Grievance may be initiated by a Player, a Club, USL, or the USLPA. A Grievance must be initiated within ninety (90) days from the date of occurrence or non-occurrence of the events upon which the Grievance is based, or within ninety (90) days from the date on which the facts of the matter became known or reasonably should have been known. Any disputes eligible for this Grievance process shall be deemed waived by the grieving party if not initiated in accordance with the terms herein.

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C. Filing/Notice. Notices given under any of Steps 1 through 3 (each, a “Step”) below are required to be delivered to the adverse party: in (i) writing, in accordance with the requirements of the applicable Step, by e-mail, personal delivery, or nationally recognized overnight courier (with all fees prepaid) or certified or registered mail (in

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2209 each case, return receipt requested, postage prepaid); and (ii) telephone (including  
2210 voicemail) with the other party.

2211 D. Procedure.

2212 1. **Step 1 – Discussion Between Player/Club:** Any Player who believes that  
2213 he has a justifiable Grievance shall first discuss and attempt to settle the  
2214 matter with his Club’s President or General Manager (or a designated  
2215 representative of such President or General Manager). If the matter is not  
2216 resolved within three (3) days as a result of such discussions, a written  
2217 notice of the Grievance shall be presented, either by the Player or the  
2218 USLPA on such Player’s behalf, in accordance with the requirements of  
2219 this Article 24, to the Club’s designated representative (i.e., the President,  
2220 General Manager, or a designee of either), with a copy to the USL.  
2221 Within seven (7) days following receipt of such notice, Club’s designated  
2222 representative shall advise the Player in writing (with a copy to the  
2223 USLPA) of his or her decision, and shall furnish a copy of such decision  
2224 to the USL. If the decision of the Club’s designated representative is not  
2225 appealed to the Grievance Committee within seven (7) days of its receipt,  
2226 the Grievance shall be considered settled on the basis of that decision and  
2227 shall not be eligible for further appeal.

2228 2. **Step 2 – Appeal to Grievance Committee:**

2229 (a) Within seven (7) days after Player’s receipt of the response from  
2230 Club’s designated representative, the Player may appeal such  
2231 Grievance to the Grievance Committee, which shall consist of a  
2232 representative appointed by USL and a representative appointed by  
2233 the USLPA (the “Grievance Committee”). To appeal a Grievance  
2234 under this Step 2, the appealing party must submit a written  
2235 grievance to the USL and the USLPA, in a form or format to be  
2236 agreed upon by the USL and the USLPA that contains the  
2237 following:

2238 (i) Detailed facts upon which the Grievance is based,  
2239 including the event, the date of the event, the aggrieved  
2240 player or players (in case of grievance made by player or  
2241 USLPA) or club (in the case of grievance made by club),  
2242 and, if applicable, the written decision of Club’s designated  
2243 representative;

2244 (ii) References to the specific section or sections of CBA,  
2245 Standard Player Agreement, or other agreement between  
2246 the Club and Player alleged to have been violated;

2247 (iii) The relief requested; and

2248 (iv) The date that the Grievance is filed at Step 2.

- 2249 (b) Within seven (7) days following such appeal to the Grievance  
2250 Committee the Club shall submit to the Player, the USLPA and the  
2251 USL a written statement of position which will set forth the Club’s  
2252 position on the Grievance, including a factual response to the  
2253 Player’s appeal and the reasons for the Club’s position.
- 2254 (c) Within fourteen (14) days following receipt of the appeal and the  
2255 statement of position, the Grievance Committee shall meet with the  
2256 parties to the dispute by videoconference on a mutually agreed-  
2257 upon date and time. During the Grievance Committee meeting, the  
2258 parties shall discuss with specificity the claims alleged in the  
2259 Grievance and discuss resolution and/or settlement of the  
2260 Grievance.
- 2261 (d) If, as a result of the Grievance Committee Meeting, the parties are  
2262 unable to resolve the Grievance, the Grievance Committee will  
2263 schedule and conduct a Grievance Hearing in accordance with Step  
2264 3 below.

2265 3. **Step 3 – Grievance Hearing:**

- 2266 (a) Within seven (7) days following the Grievance Committee  
2267 Meeting, the Grievance Committee will meet again with the Parties  
2268 to set a date for a Hearing, discuss the witnesses and exhibits the  
2269 parties may deem necessary for such Hearing, and advise of any  
2270 other related deadlines or procedural requirements. At the Hearing,  
2271 the parties to the Grievance will have the right to present, by  
2272 testimony or otherwise, any evidence relevant to the Grievance. In  
2273 instances in which the parties agree that the material facts giving  
2274 rise to the Grievance are not in dispute, the Grievance Committee  
2275 shall have the authority to decide the merits of the case solely on  
2276 the written submissions of the parties. The Grievance Committee  
2277 may hold the hearing by video conference call under procedures  
2278 prescribed by the Grievance Committee. In-person hearings shall  
2279 take place in the city where the Club is located, unless otherwise  
2280 ordered by the Grievance Committee. In a dispute between the  
2281 USL and the USLPA, any in-person hearings shall take place at a  
2282 mutually agreed-upon, neutral venue (unless otherwise agreed).
- 2283 (b) No later than twenty-one (21) days prior to the date set for the  
2284 Hearing (the “Discovery Deadline”), the parties will exchange and  
2285 provide the Grievance Committee with copies of all documents,  
2286 reports, and records (including, for the avoidance of doubt, any  
2287 witness statements) relevant to the Grievance and/or responsive to  
2288 requests from the opposing party. Any procedural disputes shall  
2289 be resolved by the Grievance Committee; in the event the  
2290 Grievance Committee is unable to reach a consensus, the parties

2291 may document their position as to the procedural dispute for the  
2292 official record, and each member of the Grievance Committee shall  
2293 include a description of his/her position in any decision ultimately  
2294 recommended by such member. It is intended that witnesses appear  
2295 at the Hearing. If a witness is unavailable, the party offering the  
2296 witness shall notify the other party and the Grievance Committee  
2297 as soon as the unavailability of the witness is known. The record  
2298 shall be closed at the end of the Hearing unless the Grievance  
2299 Committee orders otherwise.

2300 (c) The Grievance Committee will either issue a joint decision  
2301 resolving the Grievance or separate decisions recommending  
2302 separate dispositions of the Grievance, together with the reasons  
2303 for the recommended dispositions, in light of the whole record and  
2304 upon the weight of the evidence presented. If the Grievance  
2305 Committee issues a joint decision it shall constitute a disposition of  
2306 the Grievance that will be final and binding on the parties. If the  
2307 Grievance Committee issues separate decisions, the record of the  
2308 Hearing, including the separate decisions will be submitted to the  
2309 Impartial Arbitrator in accordance with Step 4.

2310 (d) Except where prohibited, precluded or preempted by applicable  
2311 Law, the parties hereby agree that the Grievance Committee (and  
2312 the Impartial Arbitrator) shall be explicitly authorized to decide  
2313 any statutory issues that may arise under Section 8 of the National  
2314 Labor Relations Act or that, if proven, would form the basis for an  
2315 unfair labor practice under such provisions.

2316 4. **Step 4 – Impartial Arbitrator’s Award:** The Grievance Committee will  
2317 submit the record of the Hearing to the Impartial Arbitrator within three  
2318 (3) days after the issuance of the separate decisions. The Impartial  
2319 Arbitrator will review the record and issue an Award which adopts one of  
2320 the two separate decisions issued by the Grievance Committee. The other  
2321 separate decision will be considered a dissenting opinion. The Impartial  
2322 Arbitrator will have the authority to resolve any unresolved procedural  
2323 disputes. The Impartial Arbitrator will issue the Award within twenty-one  
2324 (21) days of receiving the record. The Impartial Arbitrator’s Award will  
2325 be final and binding on the parties.

2326 5. **Substitution of Club with USL:** In the case of a Grievance of a Player (or  
2327 USLPA, on behalf of a Player) against the USL (in lieu of a Club) or vice-  
2328 versa, the same process shall apply, albeit with any reference to the Club  
2329 replaced by a reference to the USL.

2330 E. Selection of Arbitrator. There will be one arbitrator, appointed jointly and  
2331 confirmed in writing by the Parties, who shall serve for the duration of this Agreement  
2332 (such individual, the “Impartial Arbitrator”); provided, however, that between December

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2333 1 and 15 of any year, either Party may discharge the Impartial Arbitrator by serving  
2334 written notice upon him or her and upon the other party. The Parties shall thereafter  
2335 agree upon (and confirm in writing) a successor Impartial Arbitrator within the following  
2336 sixty (60) days or, failing such selection, the parties shall jointly request JAMS (or such  
2337 other organization as the Parties may agree upon) to submit to the Parties a list of eleven  
2338 (11) individuals, none of whom shall have, nor whose firm shall have, represented within  
2339 the past five (5) years any professional athletes; agents or other representatives of  
2340 professional athletes; labor organizations representing athletes; sports leagues, governing  
2341 bodies, or their affiliates; sports teams or their affiliates; or owners in any professional  
2342 sport, with a preference for (i) members of the National Academy of Arbitrators and/or  
2343 (ii) individuals with experience in sports law. If the Parties cannot within seven (7) days  
2344 from the receipt of such list agree to the identity of the Impartial Arbitrator from among  
2345 the names on such list, they shall return said list, with up to five (5) names deleted  
2346 therefrom by each party, to JAMS (or such other organization as the Parties may have  
2347 agreed upon), which shall choose from the remaining name(s) on the list the identity of  
2348 the Impartial Arbitrator. For avoidance of doubt, nothing in this Agreement prohibits the  
2349 parties from appointing the same individual to act as both the Impartial Arbitrator and the  
2350 System Arbitrator.

2351 F. Fees and Costs of Grievance Process. All costs and expenses incurred in  
2352 connection with the Grievance Process shall be borne by the party incurring such costs  
2353 (including its own attorneys fees and costs and the costs and expenses of its witnesses  
2354 and other representatives). The parties shall share equally any costs or fees of the  
2355 Impartial Arbitrator. The parties may agree to retain and share equally the costs of a  
2356 stenographer to record the hearing transcript in advance of a Hearing. If the parties do not  
2357 agree jointly to retain a stenographer, any party desiring a stenographic record shall make  
2358 arrangements directly with a stenographer and shall notify the Grievance Committee and  
2359 the other party of such arrangements in advance of the Hearing. The requesting party  
2360 shall pay the cost of the record. The transcript must be made available to the Grievance  
2361 Committee and to the other party for inspection, even if one party does not agree to pay  
2362 for the transcript. Any party wanting an interpreter shall make all arrangements directly  
2363 with the interpreter and shall assume the costs of the service. Other incidental expenses  
2364 not expressly provided for in this Article 24, such as hearing room rental fees, if any,  
2365 mutually agreed to in advance shall be borne equally by the parties.

**Article 25. System Arbitration**

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2367 A. Scope/Nature of Dispute. Disputes between the USL and the USLPA which  
2368 directly impact more than one Player or more than one Club will be resolved exclusively  
2369 in accordance with the procedures set forth in this Article 25 (a “System Arbitration”).  
2370 System Arbitrations may include disputes under Article 1 (Definitions), Article 4  
2371 (Duration of Agreement), Article 6 (Management Rights), Article 8 (Standard Player  
2372 Agreement), Article 14 (Player Movement), Article 18 (Benefit Spend), Article 21  
2373 (Circumvention), Article 33.B.2 (Force Majeure), and any other disputes mutually agreed  
2374 between the USL and USLPA. In the event of a disagreement between the USL and the  
2375 USLPA, the System Arbitrator shall have exclusive jurisdiction to determine whether the  
2376 System Arbitrator or the Impartial Arbitrator has jurisdiction to hear or resolve a  
2377 particular dispute.

2378 B. Initiation. System Arbitrations may only be initiated by the USL or the USLPA.  
2379 A System Arbitration must be initiated within one (1) year from the date of occurrence or  
2380 non- occurrence of the events upon which the dispute is based, or within one (1) year  
2381 from the date on which the facts of the matter became known or reasonably should have  
2382 become known. Any claims for relief arising out of disputes eligible for System  
2383 Arbitration shall be deemed waived if not filed within such timeframe.

2384 C. Filing/Notice. Neither the USL nor the USLPA may initiate a System Arbitration  
2385 until and unless it has first discussed the matter with the other Party in an attempt to settle  
2386 it. Either the USL or the USLPA may initiate a System Arbitration by providing notice to  
2387 the other Party, with a copy of such written notice to be filed with the System Arbitrator.  
2388 Notices given under this paragraph are required to be delivered to the adverse party and  
2389 to the System Arbitrator: in writing, by e-mail, personal delivery, or nationally  
2390 recognized overnight courier (with all fees prepaid) or certified or registered mail (in  
2391 each case, return receipt requested, postage prepaid); and (ii) telephone (including  
2392 voicemail) with the other party.

2393 D. Selection of Arbitrator. There will be one arbitrator, appointed jointly and  
2394 confirmed in writing by the Parties, who shall serve for the duration of this Agreement  
2395 (such individual, the “System Arbitrator”); provided, however, that between December 1  
2396 and 15 of any year, either Party may discharge the System Arbitrator by serving written  
2397 notice upon him or her and upon the other party. The Parties shall thereafter agree upon  
2398 (and confirm in writing) a successor System Arbitrator within the following sixty (60)  
2399 days or, failing such selection, the parties shall jointly request JAMS (or such other  
2400 organization as the Parties may agree upon) to submit to the Parties a list of eleven (11)  
2401 individuals, none of whom shall have, nor whose firm shall have, represented within the  
2402 past five (5) years any professional athletes; agents or other representatives of  
2403 professional athletes; labor organizations representing athletes; sports leagues, governing  
2404 bodies, or their affiliates; sports teams or their affiliates; or owners in any professional  
2405 sport, with a preference for (i) members of the National Academy of Arbitrators and/or  
2406 (ii) individuals with experience in sports law. If the Parties cannot within seven (7) days  
2407 from the receipt of such list agree to the identity of the System Arbitrator from among the  
2408 names on such list, they shall return said list, with up to five (5) names deleted therefrom

2409 by each party, to JAMS (or such other organization as the Parties may have agreed upon),  
2410 which shall identify the System Arbitrator from the remaining name(s) on the list. For  
2411 avoidance of doubt, nothing in this Agreement prohibits the parties from appointing the  
2412 same individual to act as both the Impartial Arbitrator and the System Arbitrator.

2413 E. Hearing. Upon receipt of the notice of the dispute, the System Arbitrator will set  
2414 a hearing date mutually agreed to by the Parties. At the hearing, the parties to the System  
2415 Arbitration will have the right to present, by testimony or otherwise, any evidence  
2416 relevant to the dispute. In instances in which the parties agree that the material facts  
2417 giving rise to the System Arbitration are not in dispute, the System Arbitrator shall have  
2418 the authority to decide the merits of the case solely on the written submissions of the  
2419 parties. The parties may agree to hold the hearing by telephone or video conference call.  
2420 In-person hearings shall take place in a neutral location to be agreed upon by the Parties.

2421 F. Discovery. No later than twenty-one (21) days prior to the date set for any  
2422 hearing (the “Discovery Deadline”), each party will submit to the other copies of all  
2423 documents, reports, and records (including, for the avoidance of doubt, any witness  
2424 testimony) relevant to the dispute or reasonably requested by the other Party. It is  
2425 intended that witnesses appear (either by phone or in-person, as applicable) at the  
2426 arbitration hearing. If a witness is unavailable, the party offering the witness shall notify  
2427 the other party as soon as the unavailability of the witness is known. Witnesses may  
2428 testify by videoconference. The record shall be closed at the end of the hearing unless the  
2429 arbitrator orders the contrary.

2430 G. System Arbitrator’s Authority. The System Arbitrator shall make an award in  
2431 light of the whole record and shall decide the case upon the weight of the evidence  
2432 presented. The System Arbitrator shall interpret this Agreement and the SPA, and cannot  
2433 add to, delete from, or modify this Agreement, the SPA, or any other applicable  
2434 document. The decision of the System Arbitrator is binding upon the parties involved  
2435 and the parties to this Agreement.

2436 H. Fees and Costs of System Arbitration. All costs and expenses incurred in  
2437 connection with the Grievance process shall be borne by the party incurring such costs  
2438 (including its own attorneys fees and costs and the costs and expenses of its witnesses  
2439 and other representatives). The parties shall share equally any costs or fees of the System  
2440 Arbitrator. The parties may agree to retain and share equally the costs of a stenographer  
2441 to record the hearing transcript in advance of a hearing. If the parties do not agree jointly  
2442 to retain a stenographer, any party desiring a stenographic record shall make  
2443 arrangements directly with a stenographer and shall notify the Grievance Committee and  
2444 the other party of such arrangements in advance of the Hearing. The requesting party  
2445 shall pay the cost of the record. The transcript must be made available to the Grievance  
2446 Committee and to the other party for inspection, even if one party does not agree to pay  
2447 for the transcript. Any party wanting an interpreter shall make all arrangements directly  
2448 with the interpreter and shall assume the costs of the service. Other incidental expenses  
2449 not expressly provided for in this Article 25, such as hearing room rental fees, if any,  
2450 mutually agreed to in advance shall be borne equally by the parties.

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**Article 26. Interest and Penalties.**

2452 A. Interest. Any Club which violates any of the following provisions shall pay the  
2453 affected Player(s) interest on any late payments at the Federal post-judgment interest rate  
2454 in effect at the time the payment was owed:

2455 1. Article 8.M.1 and Article 8.M.2 (regarding payments in the event of  
2456 contraction);

2457 2. Article 8.P (regarding buyout payments);

2458 3. Article 12.F.8 (regarding reimbursement of travel expenses);

2459 4. Article 14.A (regarding reimbursement of moving expenses);

2460 5. Article 18.D.2 and Article 18.D.3 Article 18.D.2 and 3 (regarding  
2461 minimum base compensation);

2462 6. Article 19.A (regarding *per diem* payments);

2463 7. Article 19.B (regarding reimbursement of out-of-pocket expenses); and

2464 8. Article 20.E (regarding medical payments).

2465 B. Penalties. Any Club which violates the following provisions, for which there is  
2466 not an identifiable harm to an individual player, shall pay a fine according to the schedule  
2467 below. Such fine shall be paid into a fund established by the Union for the exclusive  
2468 purpose of providing scholarships to Players (or such other charitable purpose as the  
2469 USLPA may designate from time to time with the consent of the USL, not to be  
2470 unreasonably withheld).

2471 1. Article 13.A – \$100 per day in violation.

2472 2. Article 18.D.3 – \$75 per day in violation.



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**Article 27. Savings Clause**

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In the event that any provision hereof is found to be inconsistent with the Internal Revenue Code of 1986, as amended (or the rules and regulations issued thereunder), the National Labor Relations Act, or any other applicable Laws, then the Parties hereto agree to make such changes as are necessary to avoid such inconsistency and retain, to the extent possible, the intention of such provision.

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**Article 28. Interpretation; Choice of Law**

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A. Integration, Entire Agreement. This Agreement, together with the exhibits hereto, and any letter agreements executed contemporaneously herewith, constitutes the entire understanding between the Parties. Further, no understanding contained in this Agreement shall be modified, altered or amended, except by a writing signed by an authorized representative of both the League and USLPA.

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B. Interpretation.

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1. The USL and USLPA recognize and acknowledge that there is and may continue to be (i) a collective bargaining relationship between USL Pro, LLC (the “USL Championship”) and the USLPA, which is separate and distinct from the collective bargaining relationship between the USL and the USLPA.

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2. The USL and USLPA agree that this Agreement shall be interpreted without reference: (i) to any past, present or future USL Championship/USLPA collective bargaining agreement (or to any other past, present or future agreement between USL Championship and the USLPA) or to any past, present, or future USL Championship agreements (including its standard player agreement) (collectively, “USL Championship Agreements”); (ii) to any of the provisions of such agreements or contracts; (iii) to the fact that a subject was not or is not covered by or included in any such agreements or contracts; and/or (iv) to any judicial, arbitral, or administrative decision interpreting any of such agreements or contracts.

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3. The parties agree that they will make no reference to any of the USL Championship Agreements, contracts or decisions referred to in Article 28.B.2 above, or to the fact that a particular provision was not or is not included in any such agreement or contract, or to any practice or policy of USL Championship, in any arbitral, judicial, administrative, or other proceeding concerning the interpretation or enforcement of this Agreement, including, without limitation, a proceeding brought under Article 22.D or Article 24 of this Agreement. The Parties further agree that no such agreement, contract, provision (or absence of provisions), decision, practice, or policy may be relied upon by any decision maker in such proceedings.

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C. Choice of Law. This Agreement (including the Standard Player Agreement, and all other Exhibits hereto and thereto) shall be construed and interpreted under, and shall be governed by, the Laws applicable to contracts made and performed in the State of New York, except where federal law may govern.

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**Article 29. Limitation of Liability**

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A. No Consequential or Indirect Damages. In no event shall a Club, the League, the USLPA, or a Player (or any of their respective representatives) be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or lost profits or revenues from any Grievance (i.e., any claim meeting the criteria set forth in Section 24.A), regardless of (1) whether such damages were foreseeable and (2) whether or not it was advised of the possibility of such damages.

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B. If Remedy Fails of Essential Purpose.

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1. The limitation of liability provisions set forth in this Article 29 shall apply even if a Player's remedies under this Agreement or his SPA fail of their essential purpose.

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2. The USLPA, on behalf of the Players, acknowledges and agrees that the Parties entered into the Agreement in reliance upon the limitations of liability set forth in this Article 29, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

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**Article 30. Other**

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A. Headings and Organization. The headings and organization of this Agreement are solely for the convenience of the Parties, and shall not be deemed part of, or considered in construing or interpreting, this Agreement.

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B. Time Periods. Unless specifically stated otherwise, the specification of any time period in this Agreement shall include any non-business days within such period, except that any deadline falling on a Saturday, Sunday, or Federal Holiday shall be deemed to fall on the following business day.

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C. Exhibits. All of the Exhibits hereto (and the exhibits or addenda thereto) are an integral part of this Agreement and of the agreement of the Parties.

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D. Mutual Drafting. This Agreement shall be deemed to have been mutually drafted and shall be construed in accord with its terms. No Party shall be entitled to any presumption or construction in such Party's favor as a result of any Party having assumed the primary burden of drafting any part of this Agreement.

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E. Authorization. The USL represents that it has been duly authorized to enter into and execute this Agreement on behalf of itself and the USL Clubs. The USLPA hereby represents that it has been duly authorized to execute this Agreement on behalf of the Players.

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F. Further Assurances. The USL, the USL Clubs, and the USLPA shall, upon the request of any party hereto, execute and deliver such further documents and instruments and take such other actions as are reasonably necessary and appropriate to implement and effectuate the provisions of this Agreement.

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**Article 31. Notices**

2557 Any notice to be given under the terms of this Agreement whose method is not otherwise  
2558 specified herein shall be given in writing by hand-delivery, first-class prepaid mail, or  
2559 email (with confirmation of transmission) (in each case, return receipt requested, postage  
2560 prepaid), addressed as follows or to such other persons or addresses as the Parties may  
2561 designate in writing from time to time:

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A. To the USL:

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USL League One

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1715 N. Westshore Blvd., Suite 825

2565

Tampa, FL 33607

2566

Attn: Legal

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Email: [Legal@uslsoccer.com](mailto:Legal@uslsoccer.com)

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B. To a USL Club:

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To the attention of the individual at the address and email address set forth on a  
2571 list to be furnished by the League to the USLPA in advance of each Season (and  
2572 as may be amended in writing from time to time thereafter)

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C. To the USLPA:

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USL Players Association

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c/o Segal Roitman, LLP

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33 Harrison Ave., 7th Floor Boston, MA 02111 Attn: Mr. Paul Kelly

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Email: [info@uslplayers.org](mailto:info@uslplayers.org)

2579

With a copy to: [pkelly@segalroitman.com](mailto:pkelly@segalroitman.com)

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**Article 32. All-Star Game; National Team Matches**

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A. All-Star Game. If invited and deemed healthy and Fit by the Club-designated physician, the Player will practice and play for any League all-star or other showcase team, if any, and participate in any ancillary activities or competitions associated therewith. A Player will be provided with (or reimbursed for, as applicable) travel and lodging, per diem (as set forth in Article 19.A) and a fee for appearing at and participating in any such League showcase or all-star game (and any ancillary or related activities). Through the 2023 Season, such fee shall be one thousand dollars (\$1,000) and, thereafter, such fee shall be one thousand one hundred fifty dollars (\$1,150).

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B. National Team Matches. A Player participating in a national team match may not be required by the League or Club to participate in any match within forty-eight (48) hours of the national team match, if the national team match is played within CONCACAF, or within seventy-two (72) hours if the match is outside CONCACAF. A Player may voluntarily waive this restriction.

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**Article 33. Soccer Camps**

2595 A. Restrictions on Competing Activities. Each Club has a substantial interest in  
2596 promoting youth and other competitive or recreational soccer within its respective  
2597 territory (defined, for purposes of this CBA, as the area within fifty (50) miles of its home  
2598 stadium). Therefore, during the term of a Standard Player Agreement and, subject to the  
2599 exceptions below, each Player agrees not to participate within the territory of any USL  
2600 Club, in any fashion, with youth soccer clubs, soccer camps, or soccer clinics, or to  
2601 engage in any related activity involving more than ten (10) players in any given day  
2602 without the written consent of the Club in whose territory the activities are being  
2603 conducted (which may be withheld in the reasonable discretion of the Club). The  
2604 foregoing shall not limit a Player’s ability to continue activities in which he was involved  
2605 prior to the effective date of his Standard Player Agreement; provided, however, that  
2606 such activities: (i) do not detrimentally affect the Player’s ability to perform his other  
2607 obligations under his Standard Player Agreement; (ii) do not take place in the territory of  
2608 any USL Club (unless the Player obtains the consent of that USL Club, which consent  
2609 will not be unreasonably withheld or delayed; provided, however, that a Club’s  
2610 involvement in camps, clinics, or youth clubs provides a reasonable basis to withhold  
2611 consent); and (iii) do not otherwise violate the terms of this Agreement or his SPA.

2612 B. Additional Soccer Camp Opportunities.

2613 1. A Player may be required to make Promotional Appearances at Soccer  
2614 Camps (and, in each instance, the provisions of Article 12.F shall apply to  
2615 all such Appearances). As used herein, a “Soccer Camp” means any  
2616 soccer (i) camp, (ii) clinic, or (iii) club, in each case sponsored or  
2617 conducted by a Club or its licensee under a bona fide arrangement, or in  
2618 which the Club or its bona fide licensee has a material financial interest.

2619 2. Additional Soccer Camp work (including coaching or supervisory work or  
2620 work outside the scope of what would be included in a Promotional  
2621 Appearance) may be the subject of a separate written agreement between  
2622 the Club and the Player (a copy of which must be provided to the USL),  
2623 but shall not be included in or made a part of the Player’s Standard Player  
2624 Agreement. Absent such a separate written contract, additional Soccer  
2625 Camp work may only be made available to the Player by the Club on a  
2626 voluntary basis.

**Article 34. Force Majeure**

A. Force Majeure Event. “Force Majeure Event” shall mean the occurrence of an event or condition, not within the reasonable control of the League (or a Club, if applicable), that in the League’s reasonable discretion either:

1. makes it impossible for the League to perform its obligations under this Agreement; or

2. in and of itself, makes it economically impracticable for the League or a Club to perform its obligations under this Agreement (or the Standard Player Agreements);

3. results in substantial limitations on the ability of fans to attend matches; or

4. renders a Club unable (in the League’s reasonable discretion) to conduct full-squad, competitive, on-field team activities in its territory (including the inability to play in Official Matches in its home stadium).

A Force Majeure Event may also be declared by the League if it is reasonably foreseeable that the occurrence of the event or condition will result in the satisfaction of any of clause (1) through (4) above. Force Majeure Events include (without limitation): wars or war-like action (whether actual, conventional or other, including, but not limited to, chemical or biological wars or war-like action); sabotage, terrorism; explosions; epidemics or pandemics (including of COVID-19); weather or natural disasters, including, but not limited to, fires, floods, droughts, hurricanes, tornados, storms or earthquakes; national or regional emergency; and any governmental order or action (civil or military). However, for the 2022 Season only, the COVID-19 pandemic may not be deemed to satisfy any of clauses (1) through (3) above.

B. Notice of Force Majeure Event. The League shall give notice of the Force Majeure Event to the USLPA, stating whether the Force Majeure Event is applicable to one or more Clubs or the League as a whole, and shall promptly convene with the USLPA to discuss the effects thereof.

C. Compensation During Hiatus.

1. As used herein, “Hiatus Period” means any period of time during which the League (in its reasonable discretion), due to a Force Majeure event, has (i) indefinitely postponed or suspended a Season or (ii) postponed or suspended a Season for a period of thirty (30) days or more. The League shall promptly provide notice to the USLPA of (i) the start date of any Hiatus Period and (ii) the period of time the Hiatus Period is expected to continue. The League shall also promptly convene with the USLPA to discuss the effects thereof.

2. From the 14<sup>th</sup> day of a Hiatus Period through the conclusion thereof, a Club may reduce the Salary of each of its Players to the greater of \$2,000 per (30-day) month (*pro rata*) or 50% of the Player’s monthly Salary (such amount, his “Hiatus Pay”).



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2665 3. The applicable reduction in a Player’s Salary may be applied by the  
2666 Player’s Club to each payment that is due or becomes due to such Player following the  
2667 14<sup>th</sup> day of the Hiatus Period (whether under the SPA that was in existence at the  
2668 commencement of the Force Majeure Event or any subsequent SPA between the Player  
2669 and the Club). Upon the conclusion of the Hiatus Period, the Players will again receive  
2670 their unreduced Salary.

2671 4. For the avoidance of doubt, a Club shall continue to provide the housing  
2672 (or housing assistance) and health insurance to each Player during the Hiatus Period as  
2673 otherwise required by their respective SPAs (except in such circumstances that the Player  
2674 requests in writing to no longer have such housing and/or health insurance provided).

2675 D. Compensation Upon Cancellation.

2676 1. *Prior to April 1.*

2677 (a) If a Force Majeure Event occurs and due (in whole or in part)  
2678 thereto, (i) the League ultimately cancels a Season (or the  
2679 remainder of a Season) on or prior to March 31 or (ii) a Club is  
2680 removed from the schedule (or the remainder of the schedule) on  
2681 or prior to March 31, the Club shall pay a Player his Hiatus Pay  
2682 from the date of such cancellation or removal through May 15.

2683 (b) Thereafter, a Club shall have no further obligation to provide the  
2684 Player any remaining Base Compensation or other benefits for  
2685 such Season, other than for relocation at the conclusion of the  
2686 Season (if such was specified in the player’s SPA).

2687 2. *On or After April 1.* If a Force Majeure Event occurs and due (in whole or  
2688 in part) thereto, either:

2689 (a) the League ultimately cancels a Season (or the remainder of a  
2690 Season) after March 31; or

2691 (b) the League concludes the Season prior to the later of (x) October 1  
2692 and (y) the date that is 30 days prior to the date the championship  
2693 match had otherwise been scheduled; or

2694 (c) a Club is removed from the schedule (or the remainder of the  
2695 schedule) after March 31; then

2696 the Club shall pay a Player his Hiatus Pay for a period of forty-five (45)  
2697 days following such cancellation/removal. Thereafter, a Club shall have  
2698 no further obligation to provide the Player any remaining Base  
2699 Compensation or other benefits for such Season, other than for relocation  
2700 at the conclusion of the Season (if such was specified in the player’s SPA).  
2701 Furthermore, any option to extend a Player’s SPA for the following season  
2702 must be exercised within the same forty-five (45) day period; otherwise,

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2703 such option shall be deemed to have been declined.

2704 E. Club, League, Player Rights Cumulative. Exercising any rights pursuant to this  
2705 Force Majeure provision will not cause the USLPA, the Players, the League or a Club to  
2706 relinquish any rights it may otherwise have had under the CBA or a Standard Player  
2707 Agreement (including, for example, a Club’s right to exercise options to extend a  
2708 Player’s SPA for one or more additional Seasons, except as such exercise deadlines are  
2709 modified by subsection D.2 above).

2710 F. Season Extension. In the event that, due (in whole or in part) to a Force Majeure  
2711 Event, a Season was unable to be completed prior to November 30, the League may elect  
2712 to extend the SPAs of Players on applicable Clubs through the conclusion of the Season,  
2713 which the League may extend no later than December 31 of the applicable calendar year.  
2714 For the avoidance of doubt, the Standard Compensation Period would also be extended,  
2715 in accordance with Article 8 (which extends the Standard Compensation Period to cover  
2716 any period of time during which the Player is actually required by the Club to report for  
2717 work). The Parties shall negotiate in good faith over any other Force-Majeure related  
2718 matters.

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**EXHIBIT A**

Standard Player Agreement

*Included on the following pages*

USL League One – Collective Bargaining Agreement

**EXHIBIT B**

Medical Information Release

*Included on the following pages*

USL League One – Collective Bargaining Agreement

**EXHIBIT C**

Benefit Confirmation Form

*Included on the following pages*

USL League One – Collective Bargaining Agreement

**EXHIBIT D**

USLPA Check-Off Authorization Form

*Included on the following pages*

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**EXHIBIT E**

Contract Modification Examples

*Included on the following pages*

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**EXHIBIT F**

Form of Club Certification – Player Base Compensation

*Included on the following page*



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**EXHIBIT G**

Rules Regarding Respect of Contract

(as of the Effective Date)

*Included on the following pages*