



MLS CONSTITUTION

Section 7. Misconduct

- A. Player Misconduct. Subject to the Collective Bargaining Agreement, if, in the opinion of the Commissioner, any Player (i) commits an act at or during any MLS Game that is detrimental to the reputation and public image of MLS, any Team or the game of soccer, (ii) engages in off-field misconduct that is detrimental to the reputation and public image of MLS, any Team or the game of soccer, (iii) engages in off-field misconduct that provides just cause for discipline (subject to the MLS grievance-arbitration policy of the CBA) or (iv) violates his Standard Player Agreement or his obligations under the Collective Bargaining Agreement, the Commissioner, or the MLS Disciplinary Committee (as defined in the Collective Bargaining Agreement) in the case of clause (i) above, may impose a fine upon such Player, suspend such Player, for a definite or indefinite period, from participating in MLS Games (or may order both such a fine and a suspension), or terminate such Player's Standard Player Agreement.
- B. Misconduct of Persons Other Than Players. If, in the opinion of the Commissioner, any Member (including each Team Operator) or any Owner, officer, director, manager, coach or other employee, representative, agent or third party contractor of any Member (including each Team Operator) violates any provision of a League Rule or is guilty of conduct detrimental to the League or soccer, in general, (i) the Commissioner may impose a fine upon such Person of up to \$250,000 (or greater amount as may be prescribed by such rule) or (ii) subject to review and reversal by a Super Majority Vote of the Board of Governors, the Commissioner may suspend such Person for a definite or indefinite period from involvement in, association with and participation in the League and any League or Team matter, including the operation of the Team. The Commissioner may issue other sanctions that the Commissioner deems appropriate to the situation (such as a loss of draft picks, allocations (including their monetary value), discovery player slots or designated player slots, the deduction of points in the League standings or disqualification from a tournament or competition). Furthermore, each Member (including each Team Operator) must take appropriate action as directed by the Commissioner in order to address misconduct.



MLS SUBSTANCE ABUSE AND BEHAVIORAL HEALTH PROGRAM AND POLICY

Section V. VIOLATION OF SABH POLICY/ENTRANCE INTO THE SABH PROGRAM; Subsection A. Violation of SABH Policy

A Player shall be determined to violate the SABH Policy as follows: (i) through receipt of a Verified Positive (as defined below), (ii) use or possession of any controlled substance without a prescription, (iii) abuse of a prescription drug, (iv) use of alcohol on work premises or reporting to work under the influence of alcohol or otherwise being affected at work by the consumption of alcohol, (v) use or possession of Illegal Substances (as defined below), (vi) use or possession of Performance Enhancing Substances (as defined below), (vii) violation of criminal law (other than traffic related misdemeanors, littering, jaywalking, and other similar offenses), (viii) domestic violence, (ix) illegal or excessive gambling, (x) other behavioral health conditions as set forth in Section VI.E. below (together "SABH Policy Violations" or individually a "SABH Policy Violation").

Section VI. PROHIBITED SUBSTANCES/ACTIVITIES; Subsection E. Behavioral Health

Pursuant to the SPA, at all times during his employment, a Player is required to comport and conduct himself, both on and off the field, to a high standard of honesty, fair play and sportsmanship and in a manner befitting his position as a representative and promoter of soccer and MLS and to comply with all applicable laws. Violation of criminal law (other than traffic related misdemeanors, littering, jaywalking, and other similar offenses), domestic violence, illegal or excessive gambling and the like are activities deemed to violate the SPA. If there is reason to believe that the Player's conduct is related to a behavioral health problem, then the SABH Program Professionals may, in their sole and absolute discretion, perform an Assessment and, if necessary, enter the Player in the treatment phase of the SABH Program.

Section X. DISCIPLINE

Discipline for Players for substance abuse and behavioral health violations is separated into two categories: (i) discipline for violations of the SABH Policy that require entrance into the treatment phase of the SABH Program, and (ii) discipline for violations of the SABH Policy that do not require entrance into the treatment phase of the SABH Program. All discipline will be determined and imposed by MLS, in its sole and absolute discretion consistent with the SABH Program and the CBA. The degree of discipline shall depend upon the nature and severity of the violation.

As set forth in Section V (except for those Performance Enhancing Substance SABH Policy Violations set forth in Section V), the SABH Program Professionals, in their sole and absolute discretion shall determine if a violation of the SABH Policy requires entrance in the treatment phase of the SABH Program. If a Player is entered into the treatment phase of the SABH Program, all treatment decisions will be determined by the SABH Program Professionals, in their sole and absolute discretion.



A. Discipline for Players in Treatment Phase of SABH Program

To ensure compliance with any treatment and aftercare prescribed by the SABH Program Professionals or set forth in an aftercare plan or similar arrangement, the SABH Program Professionals may advance the treating Player one “stage” in the program, thereby subjecting the player to additional disciplinary action or sanctions. However, short of advancing a Player one “stage” in the schedule of disciplinary action, the SABH Program Professionals may also recommend fines and suspensions no greater than those set forth in the next “stage” for Players who fail to comply with the treatment and aftercare program.

1. No Penalty. If a Player voluntarily seeks treatment for the use of a Prohibited Substance or alcohol abuse or other behavioral health problem and such treatment, as determined by the SABH Program Professionals, is on an outpatient basis only (i.e., the Player is not treated in an in-residence setting), the Player shall continue to be paid his full MLS salary. No penalty of any kind shall be imposed as long as he follows his prescribed treatment and aftercare program and such treatment shall remain confidential and shall not be disclosed pursuant to Section XII.B.
2. Stage One. A Player who voluntarily seeks treatment for the use of a Prohibited Substance or alcohol abuse or other behavioral health problem and whose initial treatment is on an in-residence basis shall be placed in Stage One. A Player with a Verified Positive for a non-Performance Enhancing Substance shall be also be placed in Stage One. Such a Player shall continue to be paid his full MLS salary and shall have no penalty imposed on him so long as he fully complies with his prescribed treatment and aftercare program. If a Player does not fully comply with his prescribed treatment and aftercare program, as set forth below, he may be advanced to Stage Two and the League may fine or suspend the Player (with or without pay). If the Player is suspended, he shall be eligible for reinstatement upon the recommendation of the SABH Program Professionals after consultation with the Commissioner or his designee, although reinstatement is not assured. Reinstatement may only be granted by MLS. Such treatment and/or Verified Positive may be disclosed pursuant to Section XII.
3. Stage Two. A Player who in the sole and absolute discretion of the SABH Program Professionals violates his Stage One treatment or aftercare program may be advanced to Stage Two. A Player with a Verified Positive for a non-Performance Enhancing Substance may also be initially placed in Stage Two, in the sole and absolute discretion of the SABH Program Professionals. The SABH Program Professionals may, without limitation, consider the following factors to initially place a Player in Stage Two: (i) number of previous Verified Positives, (ii) severity of the Player’s problems, (iii) non compliance with therapy or aftercare recommendations. A Player in Stage Two shall be suspended without pay during the active phase of his treatment and shall be eligible for reinstatement upon the recommendation of the SABH Program Professionals after consultation with the Commissioner or his designee, although reinstatement is not assured. Reinstatement may only be granted by MLS. During a Player’s suspension, he may receive a stipend to meet certain basic living expenses, the



amount of which shall be determined by MLS in consultation with the SABH Program Professionals and the Union. Stage Two treatment, Stage advancement and/or Verified Positive may be disclosed pursuant to Section XII.

4. Stage Three. A Player who in the sole and absolute discretion of the SABH Program Professionals violates his Stage Two treatment and/or who requires a third in-residence treatment may be advanced to Stage Three. Such Player shall be suspended without pay for not less than six calendar months. It is understood that it is not advisable for Players in Stage Three to return to play just before or during the playoffs. Such a Player shall be eligible for reinstatement upon the recommendation of the SABH Program Professionals following consultation with the Commissioner or his designee although reinstatement is not assured. Reinstatement may only be granted by MLS. During a Player's suspension, he may receive a stipend to meet certain basic living expenses, the amount of which shall be determined by the SABH Program Professionals in consultation with MLS and the Union. Stage Three treatment, Stage advancement and/or Verified Positive may be disclosed pursuant to Section XII.
5. Tolling of the MLS Standard Player Agreement. MLS, in its sole and absolute discretion, may toll the term of a Player's MLS Standard Player Agreement for the length of such Player's suspension pursuant to this SABH Policy if such suspension exceeds sixty (60) days.
6. Refusal to Treat. In the event a Player refuses to participate in treatment as recommended by the SABH Program Professionals, such Player shall immediately, in MLS's sole and absolute discretion, be subject to Discipline as set forth in Section X.B. below (i.e., the League, in its sole and absolute discretion, may fine and/or suspend the Player with or without pay or terminate the Player's SPA.

B. Discipline for Players Not in Treatment Phase of the SABH Program

A Player who violates the SABH Policy but who (i) in the sole and absolute discretion of the SABH Program Professionals or (ii) in the sole and absolute discretion of the League for those specific Performance Enhancing Substance SABH Policy Violations set forth in Section V.C. does not require entrance into the treatment phase of the SABH Program may be disciplined by MLS as follows.

1. Performance Enhancing Substances. For a Player (i) with a Verified Positive for a Performance Enhancing Substance (including a first Verified Positive), or (ii) in possession of a Performance Enhancing Substance, the League, in its sole and absolute discretion, may impose discipline up to and including, without limitation, fines, suspension (with or without pay), and/or termination of the Player's SPA.
2. Other Violations. A Player who otherwise violates the SABH Policy may be disciplined for just cause pursuant to the CBA.



MLS COLLECTIVE BARGAINING AGREEMENT

Section 20.2(ii): Off-Field Misconduct Detrimental to the Reputation and Public Image of MLS

- (a) In the event that the Commissioner or his designee determines that alleged off-field conduct is detrimental to the public image and/or reputation of MLS, the Team and/or the game of soccer, the incident and the discipline to be imposed, if any, shall be considered and decided by the Commissioner or his designee (who may terminate an SPA or impose a fine and/or suspension, with or without pay, or other lesser discipline in lieu of termination);
- (b) Without limitation to Section 20.2(ii)(a), above, and other provisions of this CBA regarding termination of an SPA, the Commissioner may terminate an SPA (or impose a fine and/or suspension, with or without pay, or other lesser discipline in lieu of termination) at any time without further obligation on either party to the SPA, upon twenty-four (24) hours' written notice to the Player and the Union, for any of the following reasons:
 - (i) if the Player violates MLS's Substance Abuse and Behavioral Health ("SABH") program or is subjected to any penalties for testing positive for a banned substance, for noncompliance, or for refusal to submit to a drug test as required under the SABH program;
 - (ii) if the Player bets, or has offered or attempted to bet, money or anything of value on the outcome of any game participated in by any Team which is a member of MLS, or by any MLS Players, or on games of the U.S. National Team;
 - (iii) if the Player receives a payment in cash or in kind, from, or enters into any agreement with, the Team Operator or a Related Entity of the Team Operator or a third party acting in association with the Team Operator, that materially contravenes the restrictions on such Player contained in Section 6 of his SPA;
 - (iv) if the Player is involved in any attempt to fix, throw or improperly affect the outcome of any MLS or U.S. National Team game;
 - (v) if the Player is involved in the giving or offering of any bribe that involves, or gambles on, the outcome of any MLS game;
 - (vi) if the Player has knowledge of, but fails to report to MLS or the Team any attempt by any person to give or receive a bribe that involves, or to fix, throw or improperly affect the outcome of, any MLS game;
 - (vii) if the Player engages in a course of deliberate insubordination or a single egregious act of insubordination;



- (viii) if the Player fails to maintain a level of physical and mental condition reasonably appropriate for a professional athlete, or refuses or fails to submit to medical evaluation or to medical treatment recommended in accordance with the procedures set forth in Article 9;

- (ix) if the Player fails, refuses or neglects to render his services under his SPA or this CBA (absent a compelling and demonstrable medical or family emergency or a force majeure condition, e.g., natural disaster, beyond the player's control) or in any other manner materially breaches his SPA or his obligations under the CBA, and fails to remedy such breach as soon as reasonably possible following MLS's written notice to him of such breach, or has received written notice of breach on three or more occasions for off-field conduct or on-field conduct that resulted in discipline that could be grieved under either Article 21 or 22 of this Agreement, and such discipline was not set aside either by the Impartial Arbitrator, the Grievance Committee, or the Commissioner (or his designee).