

DISCIPLINARY CODE

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DISCIPLINARY CODE A1

Legislative and contractual

provisions regarding sanctions and disciplinary procedures

for players and coaches

which must be observed by the clubs

CIVIL CODE

Art. 2104 - Employee diligence

The employee must adopt the diligence as required by the nature of the service to be performed, by the interests of the business [and by the higher interest of national production].

The employee must also observe the provisions governing the performance and the rules of work as laid down by the employer and his collaborators below whom he stands in the hierarchical structure.

Art. 2105 - Obligation of loyalty

The employer must not conduct any business, either on his own account or for third parties, in competition with the employer, nor must he disclose information relating to the organization or to the company production methods or use said information in such a way as to cause harm to the company.

Art. 2106 - Disciplinary sanctions

Failure to comply with the provisions contained in the two articles above may give rise to the application of disciplinary sanctions, according to the seriousness of the offence and in accordance with corporative regulations [collective labour agreement].

WORKERS STATUTE

Art. 7 - Disciplinary sanctions

The disciplinary regulations regarding sanctions, infringements in respect of which each of said sanctions may be applied, and procedures of appeal against said sanctions, must be notified to the workers by display on a notice-board in a place accessible to all. The sanctions must apply the relevant provisions as laid down in labour agreements and contracts where they exist.

The employer may not take any disciplinary action against a worker without first laying the charge against him and hearing his defence in connection therewith.

The worker may elect to have himself represented by a representative of the union association of which he is a member or to which he grants authority.

Without prejudice to the provisions of law no. 604 of 15th July 1966, disciplinary sanctions that carry permanent changes in employment may not be applied; in addition, pecuniary fines may not exceed an amount equivalent to more than four hours of basic pay and suspension from service and remuneration for a period of more than ten days.

In any event, disciplinary measures more serious than a verbal reprimand may not be applied before a period of five days has elapsed after the service in writing of the charge that has given rise to the sanction.

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No account may be taken of disciplinary sanctions two years after their application.

CONTRACTUAL PROVISIONS

- regarding PLAYERS (as contained in Collective Labor Agreement "Professional Players 2003" between FIP, LEGA A - GIBA)

INDIVIDUAL WORKING RELATIONS

Art. 13 – General Duties of the Athlete

The athlete agrees to provide continuous service as a professional basketball player and employee of the club, participating in games of the Italian A League, Italian Cup, Super Cups, International Cups, the All Star Game, and other competitions and tournaments according to the seasonal engagements of the club.

The athlete agrees to provide services in the sphere of an organization of means and personnel provided by the club, assuring formal, complete, and substantial collaboration with the managers, trainers, doctors, and team-mates, and behaving in such a way as to peak both individual and team efficiency. Above all, the athlete must respect all technical instructions and rules given to help reach the competitive goals set for the team.

The athlete must participate in all of the training sessions and camps at the times and locations specified by the club. The player must be present at the practice sessions of his team-mates even if he is sick or injured, unless otherwise directed by the club's doctor.

The athlete must maintain, both on and off court, behaviour not only consistent with good citizenship but also in every circumstance based upon fairness, honesty, professionalism, and fair play. The athlete must conform with the specific lifestyle guidelines set by the club. These guidelines must be justified in any case by the objective needs of the professional athletic activities and cannot be damaging to the human and professional dignity of the athlete.

The athlete is also expected to sign an acceptance agreement and respect the internal norms of behaviour established by the club, a copy of which must be delivered to the athlete. It remains understood that the internal norms can in no way go against the general state and sportive general principles of order or the sanctions in the present agreement or result oppressive or unjustly limit individual freedom.

In any case, the athlete must abstain from the following:

- damaging acts, declarations or behaviour either towards self or the League;
- disparaging acts, declarations or behaviour towards self or the League;
- acts, declarations or written texts that instigate a lack of respect for the sporting regulations and the League;
- acts, declarations or written texts that suggest in any way the differing of principles of loyalty and good sportsmanship.

The athlete must furthermore respect the norms of behaviour established by the FIP in their regulations.

Art. 14 – Health Care

Under the present contract, or even after its expiry where dealing with consequences of an accident or pathological states resulting from competitive practice during the contractual relationship, all necessary expenses related to medical and pharmaceutical assistance, dental and prosthetic treatments, surgery, and treatment in hospitals or private medical institutions not covered by the national healthcare service must be paid by the club.

When the athlete does not intend using the healthcare assistance offered by the club, the club must contribute to the payment of the expenses incurred by the athlete to an extent equivalent to the cost that would normally be necessary to ensure qualified assistance. With regard to rehabilitation assistance as a consequence of an accident or surgical procedure, contribution to such expenses will be determined verifying the average costs of three major specialist centres and rehabilitation sites in Italy.

Before commencing athletic activities, the club must have the athlete undergo a physical medical examination as provided for by laws in effect to ascertain the suitability for competitive practice.

The club can make the athlete undergo other medical examinations, including specialist tests, according to the requirements of competitive practice. In any case, the check-ups should avoid excessive use of X-rays and should not be invasive.

The athlete must at all times safeguard his physical and mental well-being by leading a healthy lifestyle consistent with that of a professional athlete. In case of sudden sicknesses, slight ailments, or injuries, the athlete must notify the club immediately and put himself under the care of the club's medical personnel.

The athlete must maintain at all times a balanced diet. Furthermore the athlete must meticulously respect the diet prescribed to him and the menus outlined by the club's doctors.

The use of psychotropic or doping substances, even casually, is strictly forbidden. The list of such substances with relevant updates will be fixed by the club, on the notice board situated in the location where training is held. The GIBA, will in turn make sure the list is circulated among the athletes.

In cases of disaccord on the type of medical, surgical or rehabilitative treatment to adopt, the club does not intend to accept the athletes therapeutic proposal, otherwise binding, it can request the execution of a collective medical assessment. In such cases, the club must inform the appointment of its assessor via certified mail, inviting the athlete to appoint an assessor within three days by certified mail. The refusal to appoint an assessor results in the automatic reduction of the period referred to in article 24.1 of the present agreement, to six months.

The body of medical assessors is composed of three members: the first two appointed by the parties as outlined in the previous paragraph and the third, with the role of president, is appointed by common agreement by the parties or by the respective assessors within three days or, in the absence of agreement within the limits specified, by the President of the Tribunal of Bologna. Within five days of the constitution, the body of assessors will establish by majority, the therapeutic proposal most suitable for the health of the athlete. The athlete is expected to collaborate fairly with the body of assessors, undergoing all tests agreed upon for the execution of the appointment; refusal to do so constitutes the failure to fulfil that in conformity with article 26.11 of the present agreement. The remuneration of the assessors is determined according to the norms within article 49 and following Presidential Decree no. 115, of the year 2002 and is given to be the club's responsibility, with the exception of the costs and remuneration of the assessor appointed by the athlete that remains entirely the responsibility of the athlete.

The club is obliged to accept the decision of the body of assessors. Should the athlete not accept the decision, or fail to observe the therapeutic treatment indicated, the period indicated in article 24.1 of the present agreement will be reduced to six months.

Art. 15 – Clothing

During practice sessions and competitions, the athlete must wear the uniform supplied by the club in a suitable manner.

If requested, the athlete must wear the club's uniform when entering and exiting the sports stadium on occasion of competitions, as well as during official events. The uniform must not be utilized for occasions or purposes other than those foreseen.

The athlete is responsible for all material given to him by the club and is responsible for such material in case of loss or deterioration not resulting from normal use or uncontrollable circumstances.

Except in specific agreed cases, the athlete must utilize the shoes supplied by the club.

Art. 16 – Relations with the Media

Although the right to free speech is recognized, the athlete must in no case express opinions or release statements during interviews with the press, television, or radio, that, could result to be damaging to the club, the FIP or the League and respective managers, employees, collaborators and members.

The managers in charge of the club, in the same manner, must not in any case express opinions or release statements to the press that could result to be damaging to the reputation and professionalism of the athlete.

The athlete, except for serious and founded reasons, cannot refuse to give interviews during sports events and during other occasions organized by the club. In the latter case, the athlete must be given reasonable prior notice.

Art. 17 – Other Work or Sports Activities

The athlete cannot engage in any other working or entrepreneurial activity incompatible with competitive sports practice. The athlete must notify the club in writing of any working or entrepreneurial activity undertaken or intended to be undertaken in line with the rapport.

The athlete cannot engage in other competitive sports activities or sports activities involving elevated personal risk without the previous written consent of the club. Sports activities considered at high are: skiing, water skiing, flying or hang gliding, parachuting, underwater sports, mountain climbing, motorcycling, and, in general, any activities defined as hazardous in the mandatory injury insurance policy.

Art. 19 – Federation Disciplinary Measures

The athlete, as a member of the FIP, is subject to all its regulations and, in particular, is subject to federation disciplinary authority.

If the club requests, the athlete must file an appeal of disqualification or disciplinary measures applied by the FIP, the FIBA or the ULEB. In which case, the club assumes all related burdens and costs. Should the club decide to not file an appeal, the athlete has the right to file an appeal if desired, at the athlete's own expense.

Where disqualification converted into a fine, the athlete must reimburse the entire sum of the fine to the club, that is the same amount of money that the club paid to the FIP. If for any reason the disqualification must be or is in any way enacted, the fixed annual remuneration will be decreased by 2.5% for each day of disqualification and the athlete must be notified in writing within ten days of the day in which the disqualification is enacted. The absence of communication within these terms forces the club to forfeit the right to the decrease in remuneration.

Art. 23 – Advertising Contracts

The club has the right to profit financially in any legal manner from the image of the athlete since he is a member of the team and wears its uniforms. If requested, such image can be associated with

brands or products of any kind and the athlete has no right to any remuneration for such association. The club cannot request the athlete to perform any individual promotional activities not in connection with the team and its uniforms.

The athlete is permitted to stipulate individual advertising contracts in accordance with the following two imperative conditions:

- the brands or products being promoted cannot compete in any way with the official *sponsor* or the official suppliers of the club and the official *sponsor* of the League unless written authorization is obtained from the club and the League;
- the advertisement should not display the colours or general distinctive elements of the club or other A League basketball clubs, or similar to those, and the athlete must not wear the club playing uniform.

The above conditions must be respected unless other conditions are stipulated.

DISCIPLINE

Art. 26 – Disciplinary Penalties

An athlete who has not fulfilled responsibilities to the club, can be subjected to the following disciplinary measures, depending on the gravity of the violation:

- a verbal reprimand;
- a written reprimand;
- a fine by means of withholding part of remuneration;
- suspension of activities, even from practice sessions or preseason training;
- early cancellation of the contract.

If repeated violations of the same rule are involved, only those infractions committed during the same playing season can be considered.

In no case can disciplinary measures be adopted regarding the lack of performance of an athlete or the team, according to the club.

The parties agree that, considering article 7, first paragraph, of law no. 300, 1970, the clubs are obliged to affix the internal norms of behaviour, if existing, in a location visible to the athlete, with any relative penalties, as well as the “disciplinary code” in which articles 2104, 2105 and 2106 of the civil code, article 7 of the workers’ statute, the norms of this contract relative to the general duties and specifics of the athlete and discipline (articles 13, 14, 15, 16, 17, 19, 23, 26, 27, 28) must be present.

Verbal and Written Reprimands

Lesser infractions can be disciplined with verbal reprimands.

Written reprimands are to be applied in the case of a repeated infraction of the same rule or a similar rule that has already been reprimanded verbally.

Fines

The parties recognise that the fine limit established generally of a maximum of 4 hours of remuneration from article 7 of the workers' statute is ineffective and unsuitable to the reality of A League basketball; as a consequence an exception to this legal norm is agreed to. For "hours of remuneration" it is intended 1/200 (one two-hundredth) of the annual remuneration allocated to the athlete as stated in their contract.

The maximum amount of the fine must not exceed the 4 hours of redefined base remuneration and therefore 2/100 (two hundredths) of the athlete's remuneration. For repeat violations of the same infraction, the fine cannot exceed, in the same sport season, 1/10 (one tenth) of the athlete's fixed annual income.

Exclusion from Practice or Preseason Training of the First Team.

Suspension from activity and remuneration cannot be set for a period of more than ten days.

Where infractions for which a fine has already been given are repeated, in addition to the fine, suspension from practice sessions and preseason training for up to three months is also applied.

Dismissal for Just Cause

Independent of other reasons for cancellation, the club can move for early cancellation of the contract in the following cases:

- use of doping substances or procedures;
- use of psychotropic substances;
- sports fraud;
- conviction and sentencing to serve time in jail for intentional crimes, sentence finalized and not suspended or pardoned;
- sickness or injury resulting from reckless or grievous behaviour of the athlete that results in a period of inability to perform lasting longer than one month;
- disqualification or disqualifications during a season that, combined, amount to over ten days of official competition;
- more than one unexcused absence from games during the season;
- grievous and repeated failure to fulfil the responsibilities outlined in this contract

Penal Clause

In any case, should the athlete unjustly interrupt the fulfilment of the contract, declaring in writing also through the proxy that the athlete does not intend to fulfil the contractual obligations appointed,

or in actual fact not fulfil the obligations for a continuous period of no less than thirty days, the club has the right to request the athlete for compensation of damages, of a sum corresponding to six months of the athlete's fixed annual remuneration, except where the possibility exists for the club to proceed with the athlete's dismissal according to the norms of the previous paragraph or the allocation of another disciplinary penalty.

Art. 27 – Failure to conform to the rules established in Article 13.6 of the present agreement

For the athlete failing to perform obligations established in article 13.6 of the present agreement, the following disciplinary measures can be applied:

- a) reprimand and, according to the seriousness, a warning if the incident occurred without malice or grave intent;
- b) simple monetary disciplinary measures, where an infraction for which the athlete has already been warned or given notice, is repeated;
- c) increased monetary disciplinary measures in cases of malice or grave intent, or where an infraction for which punishment has already been given, is repeated. Considering both cases, the joint punishment can be of a maximum of double that foreseen.

Simple monetary disciplinary measures carry the obligation of transfer to the League, within the terms fixed by the CPCA, of a sum of money of no more than 1/100 (one hundredth) of the athletes annual remuneration.

Increased monetary disciplinary measures carry the obligation of transfer to the League, within the terms fixed by the CPCA, of a sum of money of no more than 2/100 (one hundredth) of the athletes annual remuneration.

When determining punishment the following is to be considered:

- a) the entities, the seriousness and duration of the infraction;
- b) the gross prejudice, be it moral or of the image that the disciplined conduct caused the League, the other clubs associated, third parties or, the sport of basketball in general;
- c) the aggravating circumstances, including in particular:
 - the repeat of the same or similar infractions;
 - the repeat of infractions even of another nature committed during the current sport season or that previous;
 - committing an infraction in order to commit or hide another infraction;
 - the aggravation or the attempt to aggravate the consequences of the infraction;
- d) extenuating circumstances, above all:
 - voluntary repentance before the beginning of the disciplinary procedure;

- action undertaken in order to eliminate or mitigate the consequences of the infraction;
- having reacted to another persons' unjust action;
- having never required disciplinary action previously.

Any confidence generated from the absence of punishment or lighter punishment for cases such as those mentioned previously, cannot be invoked as a reason for justification extenuating circumstances.

The clubs are obliged by the League to pay the athletes' fines jointly with the responsible party and with the right to regression with regard to the latter.

Art. 28 – Disciplinary Procedure

Should the club intend applying a disciplinary measure greater than a verbal reprimand, it must notify the athlete in writing within five days of the incident, of the facts or specific behaviour for which punishment will be attributed, inviting the athlete to prove his innocence or defend himself – even through a representative provided with a written defence, or through the GIBA, if a member, in the latter case without necessity of a specific defence – within a term of no less than five days of the receipt of the aforementioned contestation of charge.

If the athlete chooses not to contest or defend in writing in the terms established for defence, the athlete can request, within such terms, to be heard orally, also with the assistance of a representative.

The club can deliberate a punishment within the five days following the day on which the athlete was heard or that the written defence was received; or, in absence of defence, in the five days following that of the expiry of the terms of defence, informing the athlete of the decision reached within a further five days.

The athlete can turn to the CPCA to contest the punishment assigned. This however will not suspend the execution of punishment.

The disciplinary measures referred to in article 27 are deliberated by the CPCA upon proposal of the President of the League, that to this end enables the relative arbitrary procedure, prior to the athlete's contestation in writing, of the facts or specific behaviour for which punishment will be attributed, inviting the athlete to defend himself according to the terms foreseen by the arbitrary procedure.

A Legal Representative of the Club

Place, Date