

**2017–2021 BASIC AGREEMENT**  
**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE I—Intent and Purpose .....	1
ARTICLE II—Recognition .....	1
ARTICLE III—Uniform Player’s Contract .....	1
ARTICLE IV—Negotiation and Approval of Contracts .....	2
ARTICLE V—Scheduling .....	3
A. Length of Season .....	3
B. Championship Schedules .....	5
C. Additional Scheduling Agreements .....	5
D. Interleague Play .....	11
ARTICLE VI—Salaries .....	11
A. Minimum Salary .....	11
B. Maximum Salary Reduction .....	13
(1) Maximum Salary Cut Rate .....	13
(2) Calculation of Previous Seasons Salaries .....	14
(3) Disputes .....	18
C. Standard Length of Season .....	18
D. Salary Continuation—Military Encampment .....	18
E. Salary Arbitration .....	18
(1) Eligibility .....	18
(2) Notice of Submission .....	19
(3) Withdrawal from Arbitration .....	19
(4) Form of Submission .....	20

	<u>Page</u>
(5) Selection of Arbitrators .....	20
(6) Location of Hearings .....	20
(7) Conduct of Hearings .....	20
(8) Continuances, Adjournments or Postponements ...	21
(9) Hearing Costs .....	21
(10) Criteria .....	21
(11) Confidential Major League Salary Data .....	23
(12) Prohibition Regarding Competitive Balance Tax .....	23
(13) Timetable and Decision .....	23
ARTICLE VII—Expenses and Expense Allowances .....	24
A. Transportation and Travel Expenses .....	24
B. In-Season Meal and Tip Allowance .....	26
C. Spring Training Allowances .....	28
D. All-Star and Home Run Derby Participant Benefits ....	29
E. In-Season Supplemental Allowances .....	30
F. Allowances for Disabled Players .....	31
ARTICLE VIII—Moving Allowances .....	34
ARTICLE IX—Termination Pay .....	36
A. Off-Season .....	36
B. Spring Training .....	36
C. In-Season .....	37
D. Split Contracts .....	37
E. Injury .....	38
F. Non-Duplication .....	38

	<u>Page</u>
ARTICLE X—World Series, League Championship Series, Division Series, and Wild Card Game Players’ Pool .....	39
A. Creation of Pool .....	39
B. Distribution of Pool .....	39
C. Division of Players’ Pool .....	39
D. Guarantee of Pool .....	40
ARTICLE XI—Grievance Procedure .....	41
A. Definitions .....	41
B. Procedure .....	45
C. Special Procedure with Regard to Certain Disciplinary Action .....	47
D. Grievances Initiated or Appealed by a Club .....	49
E. Grievances Initiated or Appealed by the Association .....	50
F. Miscellaneous .....	50
G. Survival Following Termination of Basic Agreement .....	51
ARTICLE XII—Discipline .....	51
A. Just Cause .....	51
B. Conduct Detrimental or Prejudicial to Baseball .....	52
C. Notice .....	52
D. Investigation and Discovery .....	53
E. Compliance .....	54
F. Major League Rules 15 and 16 .....	55
ARTICLE XIII—Safety and Health .....	55
A. Safety and Health Advisory Committee .....	55

	<u>Page</u>
(1) Safety and Health Advisory Committee .....	55
(2) Committee Meetings .....	55
(3) Power and Authority of Committee .....	56
(4) Other Rights and Remedies .....	56
B. Safety Complaints—Responsibility of the Commissioner .....	56
C. Disabled List .....	56
D. Second Medical Opinion .....	57
E. Certified Athletic Trainers .....	58
F. Locker Room Equipment .....	58
G. Disclosure of Medical or Health Information .....	59
H. Location of Rehabilitation Facilities .....	62
(1) Rehabilitation During the Championship Season...	62
(2) Rehabilitation During the Off-Season.....	62
(3) Rehabilitation During Spring Training .....	63
I. Medical History Questionnaire .....	63
J. Sports Psychologists.....	63
K. Strength and Conditioning Advisory Committee .....	63
(1) Strength and Conditioning Advisory Committee ...	63
(2) Committee Meetings .....	64
(3) Nutritional Supplements .....	64
(4) Weight Rooms.....	65
(5) Off-Season Strength and Conditioning Programs...	65
ARTICLE XIV—Spring Training Conditions .....	65
A. Reporting .....	65
B. Living Away from Club Headquarters .....	65

	<u>Page</u>
C. Meetings with Players .....	66
D. Extended Spring Training .....	66
ARTICLE XV—Miscellaneous .....	66
A. No Discrimination .....	66
B. Parking Facilities .....	66
C. Winter League Play .....	67
D. [Reserved] .....	67
E. Active Player Limit .....	67
F. Spanish Translations and ESL Courses .....	69
(1) Spanish Translation of Notices.....	69
(2) English Language Acquisition .....	70
(3) Bilingual Media Coordinator .....	71
G. Future Expansion .....	72
H. Future Contraction .....	72
I. Sale of Club .....	72
J. Default Notice .....	73
K. Interest Rate.....	73
L. Players Association Tickets .....	73
M. Family and Medical Leave Act .....	74
N. All-Star Game .....	74
(1) Roster .....	74
(2) Designated Hitter .....	74
(3) Election and Selection Process .....	74
(4) Emergency Replacements .....	77
(5) Reserve Pitching Plan .....	77

	<u>Page</u>
(6) Participant Benefits .....	77
(7) Players Trust Benefits .....	78
(8) Miking .....	78
O. Special Events.....	79
ARTICLE XVI—Deferred Compensation .....	81
ARTICLE XVII—Existing Agreements .....	83
ARTICLE XVIII—Rule Changes .....	83
ARTICLE XIX—Assignment of Player Contracts .....	84
A. Consent to Assignment .....	84
B. Assignment to Minor League club .....	86
C. Disabled List—Assignment to Minor League club .....	86
D. Foreign Assignments .....	89
E. Optional Assignments .....	89
F. Waivers .....	89
G. Designated Player .....	90
H. Unconditional Release .....	90
I. Forms .....	91
ARTICLE XX—Reserve System .....	91
A. Reservation Rights of Clubs .....	91
B. Free Agency .....	92
(1) Eligibility .....	92
(2) Procedure .....	92
(3) Rights of Former Club .....	94
(4) Compensation .....	95

	<u>Page</u>
(5) Miscellaneous .....	98
C. [Reserved] .....	100
D. Outright Assignment to Minor League club .....	100
(1) Election of Free Agency—3-Year Player .....	100
(2) Election of Free Agency—Second Outright Assignment .....	101
(3) Effect of Free Agency Election .....	101
(4) Procedure .....	101
E. Individual Nature of Rights .....	102
ARTICLE XXI—Credited Major League Service .....	104
A. Definitions .....	104
B. Optional Assignments .....	105
ARTICLE XXII—Management Rights .....	105
ARTICLE XXIII—Competitive Balance Tax .....	106
A. General Definitions .....	106
B. Determination of Competitive Balance Tax .....	107
(1) Calculation of Tax .....	107
(2) Base Tax Thresholds .....	107
(3) Base Tax Rates .....	107
(4) Surcharge Thresholds, Rates, and Penalties .....	108
(5) Phase-In for the 2017 Contract Year .....	111
(6) Collection of Competitive Balance Tax Proceeds.....	111
C. Determination of Actual Club Payroll .....	112
(1) Definition of Actual Club Payroll .....	112

	<u>Page</u>
(2) Rules for Allocation of Salary .....	112
D. Benefits or Player Benefit Costs .....	116
(1) Definition .....	116
(2) Limitation on Annual Increase .....	117
E. Determination of Salary .....	117
(1) General Rule .....	117
(2) Average Annual Value of Guaranteed Multi-Year Contracts .....	118
(3) Signing Bonuses .....	118
(4) Performance, Award and Other Bonuses .....	118
(5) Option Contracts .....	119
(6) Deferred Compensation .....	122
(7) Loans to Players .....	124
F. Association’s Rights .....	125
(1) Actual Club Payroll Information .....	125
(2) Association’s Rights to Challenge .....	126
G. Other Undertakings .....	128
H. Uses of Competitive Balance Tax Proceeds .....	129
(1) 2016 Competitive Balance Tax Proceeds.....	129
(2) 2017–21 Competitive Balance Tax Proceeds.....	130
I. Sunset .....	130
ARTICLE XXIV—The Revenue Sharing Plan .....	130
A. Definitions .....	130
B. General Principles .....	138
(1) Intent of the Plan .....	138
(2) Other Sharing .....	138



	<u>Page</u>
(3) Accounting Rules .....	138
(4) Interests of the Association .....	139
(5) Other Undertakings .....	139
C. Administration .....	141
(1) Responsibility .....	141
(2) Duties of Administrator .....	141
(3) Specific Prohibition .....	143
D. Participation of the Association .....	144
(1) Consultation .....	144
(2) Right to Information .....	145
(3) Right to Audit .....	147
(4) Confidentiality .....	148
ARTICLE XXV—International Play .....	149
A. Definition .....	149
B. Possible Expansion .....	149
C. Staging of International Play Events .....	150
D. Club Selection and Reimbursement for International Play Events .....	150
(1) Events in Mexico, Puerto Rico, or the Dominican Republic .....	150
(2) Championship Season Events in Asia or the United Kingdom.....	150
(3) Off-season Exhibition/Barnstorming Tours.....	151
(4) Limits on the Number of International Play Events per Club .....	151
(5) Club Reimbursement for Replacement Costs.....	151

	<u>Page</u>
E. Promoter Selection and Logistics for International Play Events .....	152
F. Promotional Activity and International Ambassadors. ....	152
(1) Promotional Activities .....	152
(2) International Ambassadors.....	154
G. Player Participation in Off-Season and Spring Training Events .....	154
H. Off-Season Promotion .....	154
ARTICLE XXVI—Term .....	154
ARTICLE XXVII—Comprehensive Agreement .....	155
ARTICLE XXVIII—Execution of this Agreement .....	155
ATTACHMENT 1—Commissioner’s Letter on Grievance Procedures .....	158
ATTACHMENT 2—Assignments Before Opening Day Rosters are Due .....	159
ATTACHMENT 3—Interest Awards .....	160
ATTACHMENT 4—Agent Regulations Information.....	161
ATTACHMENT 5—Standard Form of Diagnosis .....	163
ATTACHMENT 6—Medical History Questionnaire .....	171
ATTACHMENT 7—Charitable Contributions .....	185
ATTACHMENT 8—Contraction .....	187
ATTACHMENT 9—Central Tender Letter .....	188

	<u>Page</u>
ATTACHMENT 10—Article XX(A)—Exercise of Free Agency Rights by Players on Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists .....	189
ATTACHMENT 11—Article XX(A)—Clubs’ Obligations to Tender and Renew Contracts of Players on Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists .....	190
ATTACHMENT 12—Article XX(A)—Minor League Player with No Existing Major League Contract .....	191
ATTACHMENT 13—Information Bank .....	192
ATTACHMENT 14—Confidentiality Agreement .....	193
ATTACHMENT 15—End of Season Workouts at Spring Training Facility.....	197
ATTACHMENT 16—Home Run Derby .....	199
ATTACHMENT 17—Family Security .....	205
ATTACHMENT 18—Authorization for the Use and/or Disclosure of Major League Player Health Information .....	206
ATTACHMENT 19—Uniform Regulations .....	211
ATTACHMENT 20—Debt Regulation .....	223
ATTACHMENT 21—Debt Regulation .....	224
ATTACHMENT 22—Debt Service Rule .....	226

	<u>Page</u>
ATTACHMENT 23—Multi-Purpose Financial Reporting Process .....	236
ATTACHMENT 24—Minor League UPCs with Major League Terms .....	237
ATTACHMENT 25—Post-Season Play.....	238
ATTACHMENT 26—Revenue Sharing Market Score .....	239
ATTACHMENT 27—Joint Treatment Program for Alcohol-Related and Off-Field Violent Conduct .....	240
ATTACHMENT 28—Major League Player Tobacco Policy ....	242
ATTACHMENT 29—Major League Baseball’s Weapon-Free Workplace Policy .....	246
ATTACHMENT 30—All-Star Game Usage for Sunday Pitchers.....	247
ATTACHMENT 31—COLA Rounding .....	249
ATTACHMENT 32—Counting Days on Option .....	250
ATTACHMENT 33—Media Access .....	251
ATTACHMENT 34—Club/Media Regulations .....	252
ATTACHMENT 35—Medical Issues .....	256
ATTACHMENT 36—Management of Concussions .....	258
ATTACHMENT 37—Mini-Camps .....	272
ATTACHMENT 38—“Most Favored Nations” Provisions.....	274

	<u>Page</u>
ATTACHMENT 39—Rehabilitation Assignment Consent Form.....	275
ATTACHMENT 40—Social Media .....	276
ATTACHMENT 41—Tax Treatment of Allowances .....	278
ATTACHMENT 42—Voidable Years .....	279
ATTACHMENT 43—Renewals of Outrighted Players.....	280
ATTACHMENT 44—Contract Tender of Rule 5 Players .....	281
ATTACHMENT 45—Qualifying Offers .....	282
ATTACHMENT 46—International Amateur Talent System.....	287
ATTACHMENT 47—Clubhouse and Nutrition .....	296
ATTACHMENT 48—Conflicts of Interest.....	299
ATTACHMENT 49—Use of Media .....	300
ATTACHMENT 50—Hazing and Bullying.....	303
ATTACHMENT 51—International Play Plan, Rate Card and Funding .....	305
ATTACHMENT 52—Joint Domestic Violence, Sexual Assault and Child Abuse Policy .....	308
ATTACHMENT 53—Mobile Devices .....	328
ATTACHMENT 54—On-Field Discipline .....	331
ATTACHMENT 55—MRI Guidelines.....	332
ATTACHMENT 56—Wearable Technology .....	334

	<u>Page</u>
APPENDIX A—Uniform Player’s Contract .....	337
—Regulations .....	349
APPENDIX B—Rules of Procedure—Grievance Arbitration Hearings .....	355
APPENDIX C—Travel Times .....	359

## **2017–2021 BASIC AGREEMENT**

This Agreement, effective December 1, 2016, is between the 30 Major League Clubs and the Major League Baseball Players Association (hereinafter referred to as the “Players Association” or the “Association”).

In making this Agreement the Association represents that it contracts for and on behalf of the Major League Baseball Players and individuals who may become Major League Baseball Players during the term of this Agreement, and the Clubs represent that they contract for and on behalf of themselves, any additional Clubs which may become members of the Major Leagues and the successors thereof.

### **ARTICLE I—Intent and Purpose**

The intent and purpose of the Clubs and the Association (hereinafter “the Parties”) in entering into this Agreement is to set forth their agreement on certain terms and conditions of employment of all Major League Baseball Players for the duration of this Agreement. Each of the Parties acknowledges the rights and responsibilities of the other Party and agrees to discharge its responsibilities under this Agreement.

### **ARTICLE II—Recognition**

The Clubs recognize the Association as the sole and exclusive collective bargaining agent for all Major League Players, and individuals who may become Major League Players during the term of this Agreement, with regard to all terms and conditions of employment, provided that an individual Player shall be entitled to negotiate in accordance with the provisions set forth in this Agreement (1) an individual salary over and above the minimum requirements established by this Agreement and (2) Special Covenants to be included in an individual Uniform Player’s Contract, which actually or potentially provide additional benefits to the Player.

### **ARTICLE III—Uniform Player’s Contract**

The form of the Uniform Player’s Contract between a Club and a Player is attached hereto as Appendix A, which is incorporated herein by reference and made a part hereof.

During the term of this Agreement, no other form of Uniform Player's Contract will be utilized. Should the provisions of any Contract between any individual Player and any of the Clubs be inconsistent with the terms of this Agreement, the provisions of this Agreement shall govern. Subject to the limitations set forth in Article IV below, nothing herein contained shall limit the right of any Club and Player to enter into Special Covenants in the space provided in a manner not inconsistent with the provisions of this Agreement. The termination of this Agreement shall not impair, limit or terminate the rights and duties of any Club or Player under any Contract between any individual Player and any of the Clubs.

#### **ARTICLE IV—Negotiation and Approval of Contracts**

A Player, if he so desires, may designate an agent to conduct on his behalf, or to assist him in, the negotiation of an individual salary and/or Special Covenants to be included in his Uniform Player's Contract with any Club, provided such agent has been certified to the Clubs by the Association as authorized to act as a Player Agent for such purposes.

The Association shall provide the Office of the Commissioner with a comprehensive list of the certified Player Agent(s) whom each Player has designated to act on his behalf for the purposes described in this Article IV. The Association also shall provide the Office of the Commissioner with any changes to such Player Agent designations, including the Player Agent designations of Players who have been added to a Major League roster, on a weekly basis. In addition, the Association will provide the Office of the Commissioner with notice of any revisions to its regulations governing Player Agents, and a complete copy of the revised regulations.

If the Association has notified the Office of the Commissioner that a Player has designated a certified Player Agent or Agents to act on his behalf for the purposes described in this Article IV, no Club may negotiate or attempt to negotiate an individual salary and/or Special Covenants to be included in a Uniform Player's Contract with any Player Agent(s) other than such Player Agent(s). No agent designation shall be considered effective unless it was transmitted from the Association to the Office of the Commissioner.



A Club may require a Player's physical presence only once during contract negotiations. This limitation shall not apply to telephone conference calls, at reasonable times, with a Player and his certified Player Agent. A Player required to be physically present during negotiations during the offseason shall be entitled to be paid by the Club for round-trip first-class transportation and first-class hotel costs, and a daily meal and tip allowance, at the same rate as the in-season meal and tip allowance provided under Article VII(B) for the immediately preceding season, for that day and any additional travel days.

Upon execution of a Uniform Player's Contract by the Club and Player, the Club promptly shall submit the Contract, in duplicate, to the Commissioner for approval. Within 20 days of receipt, the Commissioner shall approve or disapprove the Contract (with notice to the Association), or provide the Association with a written explanation of why the Contract has not been approved. This period is extended to 30 days if a Contract is received by the Commissioner between February 15 and April 15. Within ten days after the Commissioner is to provide an explanation of why a Contract has not been approved, the Commissioner shall approve or disapprove the Contract. (See Attachment 1.) Any Grievance challenging the Commissioner's conduct under this Article shall be handled by the Parties on an expedited basis with documents being exchanged within 10 days of the filing of the Grievance, a hearing commencing within 15 days of the filing of the Grievance and the Panel issuing an Award (with an opinion to follow, if necessary) no later than 15 days following the commencement of the hearing.

The Office of the Commissioner will provide copies of all newly signed and approved Uniform Player's Contracts as frequently as is feasible, but no less frequently than on a monthly basis. Contracts not yet approved or disapproved by the Commissioner will be made available to the Association upon its request.

## **ARTICLE V—Scheduling**

### **A. Length of Season**

During the term of this Agreement, each Club shall be scheduled to play 162 games during each championship season. The 2017 championship season will not be scheduled over a period of less than 178 days

or more than 183 days. Beginning in 2018, each championship season will not be scheduled over a period of less than 182 days or more than 187 days. If, however, any Club's championship season is scheduled to open with a game played outside of the United States and Canada, and the scheduling of such a game causes the championship season for those Clubs to be scheduled over a period of more than 183 days or 187 days beginning in 2018 (an "International Opener"), then the championship season for all other Clubs shall commence on the date of the first regularly scheduled championship season game within the 183 days (or 187 days beginning in 2018) preceding the regularly scheduled end of the championship season. See Article VI(C).

Following completion of each championship season, ten Clubs shall qualify for Post-Season play: the three Division Champions in each League and the two other Clubs in each League with the highest percentage of wins in the championship season (Wild Card Clubs). In each League, the two Wild Card Clubs shall play a single elimination game. Thereafter, the three Division Champions in each League and the winner of the Wild Card Game in that League shall engage in a best of five (seven if the Division Series is expanded) Division Series. See Attachment 25. The winners of the Division Series in each League shall then engage in a best of seven League Championship Series, and the winners of the two League Championship Series shall engage in a best of seven World Series. If during the term of this Agreement the format of the Wild Card Games, the Division Series, the League Championship Series or the World Series is proposed to be changed, the Clubs shall give the Association notice thereof and shall negotiate the proposed change with the Association; provided, however, that if during the term of this Agreement the Division Series is proposed to be changed to the best of seven games, the Clubs shall give the Association notice thereof and shall negotiate with the Association but the Clubs shall not be required to negotiate with the Association over contributions to the Players' pool beyond those specified in Article X. Any failure to play the Wild Card Games, the Division Series, the League Championship Series or the World Series, in whole or in part, by reason of causes beyond the control of the Clubs, shall not constitute a change in the format of such Series or a breach of this Agreement.

During any negotiations between the Parties on the subject of a renewal of or successor to this Agreement, the Clubs agree that any

proposal made by the Association to reduce the number of championship season games shall not be resisted on the ground of commitments made by the Clubs in local television and radio contracts. However, nothing herein shall interfere with or limit the right of the Clubs to resist such proposal on any other ground or the right of either Party to take any other position in future negotiations on this or any other proper subject for collective bargaining.

## **B. Championship Schedules**

On or before July 1 of each year, copies of the tentative championship schedules of the Major Leagues for the next ensuing season shall be submitted to the Association for review. The Office of the Commissioner will use best efforts to include times of games. The Association shall complete its review not later than September 1. Thereafter, the Office of the Commissioner will promptly notify the Association of proposed changes in the tentative championship schedules submitted to the Association above.

## **C. Additional Scheduling Agreements**

(1) Split doubleheaders may be included in the original schedule pursuant to Section C(14) below. Provided that neither of the Clubs involved in the proposed rescheduled game has already played or has been rescheduled to play a total of three split doubleheaders (exclusive of any splits in the original schedule) in that championship season:

(a) each Club shall have the right to reschedule any postponed game as a split doubleheader when ticket sales for the game at the time of postponement exceed, in any respect, the number of comparable tickets available to be exchanged by the Club for the balance of the championship season, and both the postponed and rescheduled game occur in the last regularly scheduled series between the two Clubs at the Club's park; and

(b) when there is no practical alternative to doing so, the Boston Red Sox and Chicago Cubs shall have the right to reschedule a postponed game as a split doubleheader to be played in, respectively, Fenway Park and Wrigley Field, even if the criteria set out in subparagraph (a) above are not met. Scheduling a

postponed game as part of a conventional doubleheader will not be considered a practical alternative.

The Association shall have the exclusive right to approve the additional rescheduling of postponed games as split doubleheaders in circumstances that are not automatically permitted by subparagraph (a) or (b) above. If the Association agrees to a split doubleheader pursuant to the preceding sentence, it shall be scheduled for the visiting Club's next visit to the home Club's park absent good cause and agreement between the Office of the Commissioner and the Association.

(2) One-day stands will not be scheduled except as doubleheaders (to be followed by an open day) or as "openers," provided that any game played on the day following the opener does not start before 4 P.M. A game will not be rescheduled as a one-game stand except as required to complete the championship schedule.

(3) During the championship season, no Club shall be scheduled to play an exhibition game. For purposes of this paragraph (3), a Spring Training or pre-season exhibition game that is scheduled to commence at least three hours before the start of the first championship season game shall not be considered played "during the championship season."

(4) There shall be one off-day with no workouts scheduled either after a Club breaks Spring Training camp and before the final pre-season exhibition game, or between the last Spring Training or pre-season exhibition game and the first championship season game. Notwithstanding the foregoing, this off-day may be scheduled the day after the Club opens the championship season if the Club is selected to play on the first day of the championship season and the first day of the championship season has five or fewer games. If the off-day occurs after the start of the championship season, the Club may hold a voluntary workout or travel on the off-day. If the off-day occurs prior to the start of the championship season, a Club may not hold a workout, voluntary or otherwise.

(5) The following shall apply to the scheduling or rescheduling of games prior to day doubleheaders:

(a) a game will not be scheduled to start after 5 P.M. if either Club is scheduled to play a day doubleheader the next day; and

(b) a game will not be rescheduled to start after 5 P.M. if either Club is scheduled to play a day doubleheader the next day unless such rescheduling is necessary to complete the championship schedule.

(6) Day games shall not be scheduled or (unless necessary to complete the championship schedule) rescheduled to start before 1 P.M., except as provided in paragraph (7) below, and except that such games may be scheduled or rescheduled to start between Noon and 1 P.M., if each Club meets one of the following two conditions:

(a) if an off-day occurred the previous day; or

(b) if a game were played in the same city within the previous 24 hours.

Day games may be scheduled or rescheduled to start between Noon and 1 P.M. on holidays if each Club meets one of the above conditions or if an afternoon game starting not later than 5 P.M. or a doubleheader starting not later than 1:30 P.M. was played in another city the previous day and the in-flight time required is 1½ hours or less.

Notwithstanding the foregoing, day games may start at Noon on the Opening Day of the championship season.

(7) With the approval of the Commissioner, not more than 4 games per League per year may be scheduled or rescheduled to start between 10:30 A.M. and Noon, if, with respect to both Clubs, the conditions stated in paragraph (6) above with respect to scheduling and rescheduling of day games between Noon and 1 P.M. are met.

(8) For the 2017 championship season, a Club may not be scheduled to play a road game starting after 5 P.M. if such game is followed by a home off-day, except under the following circumstances:

(a) the in-flight time between Major League cities for the Club traveling home to an off-day is two hours or less;

(b) the in-flight time for the visiting Club traveling home to an off-day is more than 2 hours and less than or equal to 2 hours and 10 minutes in length, and the travel does not require any West-to-East change in time zones;

(c) the game is scheduled pursuant to a national television agreement; or

(d) the visiting Club is playing the Texas Rangers in Arlington, Texas on or after June 1.

For the 2018 championship season, the latest possible start time for getaway games on days when the visiting Club travels to a home off-day or either Club travels to another game the following day shall be determined by taking the portion of the in-flight time that exceeds 2½ hours, and subtracting that amount of time from 7 P.M. However, the foregoing sentence shall not apply to getaway games that are broadcast on ESPN's "Sunday Night Baseball"; getaway games played in Arlington, Texas after June 1 (unless the Texas Rangers move to a climate-controlled home ballpark), or rescheduled games.

Additionally, each Club that is limited by its stadium lease agreement or governmental regulation in the number of day games it may play shall receive one exception annually to the rules set forth in this Article V(C)(8), provided that the Club has applied for and has been denied a waiver by its lessor or the relevant governmental authority.

For each subsequent season covered by this Agreement, unless the Parties agree otherwise, the Association will notify the Commissioner's Office in writing on or before September 1 in the year prior to the season whether it elects to (a) continue the terms in place for the 2018 season set forth above; or (b) revert back to the terms in place for the 2017 season set forth above.

All references to "in-flight time" in this Article V shall be as set forth in Appendix C.

(9) For the 2017 championship season, getaway games shall not be scheduled or rescheduled to start later than 5 P.M. if either Club is required to travel for a day game the following day between cities for which the in-flight time is more than 1½ hours. Each championship season schedule may contain six exceptions to the rule in the immediately preceding sentence provided that the traveling Club is traveling to Chicago to play the Cubs and the in-flight time does not exceed 2½ hours.

Beginning with the 2018 championship season, no Club shall be scheduled or rescheduled to start a game prior to 5 P.M. when one

of the Clubs played a game the prior evening in a different city with a start time of 7 P.M. or later, except as follows:

(a) the in-flight time for the Club playing the prior evening is 1½ hours or less and the day game is on a holiday or is a home opener;

(b) up to six instances per season where the traveling Club is traveling to Chicago to play the Cubs and the in-flight time does not exceed 2½ hours; or

(c) the day game is a rescheduled game with an in-flight time of 1½ hours or less for any traveling Club.

(10) Beginning in 2018, Clubs shall consult with their Player Representatives prior to the start of the season when determining whether to travel to a road game immediately upon the conclusion of a day game that is followed by an off-day or, alternatively, to travel on the off-day.

(11) An open day shall be scheduled where travel from cities in the Pacific Time Zone to cities in the Eastern Time Zone is required except that the Office of the Commissioner may schedule up to seven games per championship season in each League with a starting time after 7 P.M. in the Eastern Time Zone which include a Club that the day before played a game scheduled to start prior to 5 P.M. in the Pacific Time Zone. In any championship season, however, no Club may be scheduled to play more than one game in the Eastern Time Zone the day after it has played a game in the Pacific Time Zone.

(12) No Club shall be scheduled, or rescheduled if practicable, to play more than twenty consecutive dates without an open day. A rained-out game may be rescheduled to an open date in the same series, or to an open date at the end of the same series, if: (a) the open date is a road off-day for the visiting Club, and (b) the rescheduling does not result in the home team playing more than twenty-four consecutive dates without an open day.

(13) Commencing with its second scheduled championship season game, a Club shall not be scheduled for more than two open days in any seven-day period. No Club may be scheduled to have more than ten open days prior to the twelfth week of the championship season. For purposes of this Article V(C)(13), a Club will not

be credited with an open day for any day of the championship season that precedes the Club's first scheduled game.

(14) Doubleheaders shall not be scheduled on consecutive dates in the original schedule. The original schedule may contain one home split doubleheader for each Club.

(15) Twi-night doubleheaders will be limited in the original schedule to three per home Club per season. A twi-night doubleheader will not be scheduled on a getaway day.

(16) Only postponed, suspended and tied games shall be rescheduled, except as may be required to accommodate network television commitments or to comply with stadium leases, in any of which events the rescheduling rules set forth in this Article V shall apply; provided, however, that any game may be rescheduled for any reason if as rescheduled it conforms to the rules governing the original schedule.

(17) The All-Star break will contain four days, during which time Club championship season games shall not be played. Notwithstanding the preceding sentence, one game per season may be scheduled on the Thursday following the Tuesday on which the All-Star Game is played, provided that (i) no Club shall be scheduled more than once for this game during the term of the Basic Agreement; (ii) the game must be scheduled no more than one time zone away from the time zone in which that season's All-Star Game is played; and (iii) there is no Sunday night game immediately prior to the All-Star Game. Further, any workout scheduled by a Club for the off-days immediately following the All-Star Game shall be voluntary. No game on the Sunday night prior to the All-Star Game shall be played in a location more than one time zone from the location of that year's All-Star Game and no Club shall be scheduled to play the Sunday night prior to the All-Star Game more than once during the term of the Basic Agreement, except to the extent necessary to fulfill existing contractual or promotional commitments; provided however, that in no circumstance shall a Club be required to play such a Sunday night game in two consecutive years or more than twice during the term of the Basic Agreement.

(18) With respect to the rescheduling of any game, except for games rescheduled as split doubleheaders as set forth in Section



C(1), any scheduling or rescheduling rule set forth in this Article V may be waived by the secret ballot vote of a majority of the Players on the Club(s) that would be in violation of the rule. Separate votes shall be required with regard to each game for which a waiver is sought. A waiver granted pursuant to this provision, as well as a waiver granted by the Association pursuant to Section C(1), shall not constitute a precedent with regard to future waiver requests. With respect to the rescheduling of any such game, and all games rescheduled pursuant to Section C(1), the Club(s) shall consult with the Association concerning the actual date and time of such rescheduled game. The Club(s) shall use best efforts to notify the Association in advance of notifying the Players on the Club(s) affected.

#### **D. Interleague Play**

Each Club may be scheduled to play up to twenty Interleague games during each championship season. In each Interleague game at an American League park, the Designated Hitter shall be used; at each Interleague game at a National League park, the Designated Hitter shall not be used.

Interleague play will be scheduled on a rotating division format (e.g. American League East vs. National League East; American League East vs. National League Central), but may also include no more than one three- or four-game series, or two two-game series, each season between prime interleague rivals. In the years when the corresponding divisions are scheduled for Interleague play, two series of three or fewer games against the prime interleague rival may be played.

### **ARTICLE VI—Salaries**

Individual Player salaries shall be those as agreed upon between a Player and a Club, as evidenced by the execution of a Uniform Player's Contract, subject to the following:

#### **A. Minimum Salary**

(1) The minimum rate of payment to a Player for each day of service on a Major League Club shall be as follows:

2017—at the rate per season of \$535,000;

2018—at the rate per season of \$545,000;

2019—at the rate per season of \$555,000;

2020—at the 2019 rate per season plus a cost of living adjustment, rounded to the nearest \$500, provided that the cost of living adjustment shall not reduce the minimum salary below \$555,000;

2021—at the 2020 rate per season plus a cost of living adjustment, rounded to the nearest \$500, provided that the cost of living adjustment shall not reduce the minimum salary below the 2020 rate per season.

(2) For all Players (a) signing a second Major League contract (not covering the same season as any such Player’s initial Major League contract) or a subsequent Major League contract, or (b) who have at least one day of Major League service, the minimum salary shall be as follows:

(i) for Major League service—at a rate not less than the Major League minimum salary;

(ii) for Minor League service—at a rate not less than the following:

2017—at the rate per season of \$87,200;

2018—at the rate per season of \$88,900;

2019—at the rate per season of \$90,400;

2020—at the 2019 rate per season plus a cost of living adjustment, rounded to the nearest \$100, provided that the cost of living adjustment shall not reduce the minimum salary below \$90,400;

2021—at the 2020 rate per season plus a cost of living adjustment, rounded to the nearest \$100, provided that the cost of living adjustment shall not reduce the minimum salary below the 2020 rate per season.

(3) For all Players signing a first Major League contract, the minimum salary for Minor League service shall be as follows:

2017—at the rate per season of \$43,600;

2018—at the rate per season of \$44,500;

2019—at the rate per season of \$45,300;

2020—at the 2019 rate per season plus a cost of living adjustment, rounded to the nearest \$100, provided that the cost of living adjustment shall not reduce the minimum salary below \$45,300;

2021—at the 2020 rate per season plus a cost of living adjustment, rounded to the nearest \$100, provided that the cost of living adjustment shall not reduce the minimum salary below the 2020 rate per season.

(4) (a) Cost of living adjustments for the minimum salaries described in paragraphs (1), (2) and (3) above shall be computed as follows to determine the applicable 2020 salary rate: the applicable minimum salary rate for the 2019 season shall be multiplied by a fraction, the numerator of which is the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics (CPIW) for October 2019 and the denominator of which is the CPIW for October 2018.

(b) Cost of living adjustments for the minimum salaries described in paragraphs (1), (2) and (3) above shall be computed as follows to determine the applicable 2021 salary rate: the applicable minimum salary rate for the 2020 season shall be multiplied by a fraction, the numerator of which is the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics (CPIW) for October 2020 and the denominator of which is the CPIW for October 2019.

See Attachment 31.

## **B. Maximum Salary Reduction**

### *(1) Maximum Salary Cut Rule*

A Club may not tender, sign or renew a Player under reserve to the Club pursuant to Article XX(A) of this Agreement and paragraph 10(a) of the Uniform Player's Contract to a Uniform Player's Contract that provides a salary for:

(a) Major League service that constitutes a reduction in excess of 20% of his salary for Major League service in the previous season or in excess of 30% of his salary for Major League service two seasons prior to the first season covered by the new contract; or

(b) Minor League service as calculated under Section 2(c) below that constitutes a reduction in excess of 50% of his salary for Minor League service in the previous season.

(2) *Calculation of Previous Seasons Salaries*

(a) Single-Year Contract—Previous Major League Salaries

In order to calculate a Player's salary for Major League service in the previous season or two seasons prior to the first season covered by the new contract, the following steps shall be taken:

(i) Base Salary. The Player's "Base Salary" shall be the rate of pay for Major League service contained in paragraph 2 of the contract, or in any special covenant thereto. The Base Salary shall be adjusted in accordance with paragraphs 2(a)(ii)-(v) below to determine the Player's salary.

(ii) Deferred Compensation Adjustment. If any deferred compensation is included in the Base Salary, the Base Salary shall be adjusted to reflect the discounted present value of the deferred amount.

(iii) Signing Bonus Adjustment. If the contract contains a signing bonus, the signing bonus shall be added to the Base Salary. If any portion of the signing bonus is deferred, the present value of the signing bonus shall be used for purposes of the calculation in this paragraph 2(a)(iii).

(iv) Performance Bonus Adjustment. If the contract contains performance bonuses, regardless of whether or not any portion of the bonus is earned, the Club has the option of either adding the entire bonus (both earned and unearned portions) in the Base Salary, or excluding it from the Base Salary but repeating the bonus on the same terms.

(v) Other Forms of Compensation Adjustment. If the contract contains any other forms of compensation, the determina-

tion of whether the compensation shall be included in the salary calculation will be determined in accordance with the facts in each situation. Amounts that are payable on the occurrence of a specific event or events shall not be included in Base Salary if such event or events fail to occur within the specified period. If the item is included, the Club has the option of either including the value of the item in the Base Salary, or excluding it from Base Salary but repeating the item on the same terms.

The following is a nonexhaustive list of other forms of compensation:

- (A) payments for performing services for a Club in addition to skilled services as a baseball player;
- (B) cash, lump sum, payments made in accordance with agreed upon special covenants to compensate for trading a Player, releasing a Player, etc.;
- (C) the value of individual property rights granted to a Player by a Club;
- (D) any compensation for postactive Major League Baseball playing career employment; and
- (E) other payments or things of value not specifically made for performance as a Major League Baseball Player.

(b) Multi-Year Contract—Previous Major League Salaries

In order to calculate a Player's salary for Major League service in the previous season or two seasons prior to the first season covered by the new contract, the following steps shall be taken:

(i) Base Salary

(A) If the annual rates of pay contained in paragraph 2 of the contract, or in any special covenant thereto, satisfy the maximum salary cut rule, the rate of pay stipulated in the contract for the year at issue shall be the Player's Base Salary.

(B) If the annual rates of pay contained in paragraph 2 of the contract, or in any special covenant thereto, do not satisfy

the maximum salary cut rule, the average annual value (“AAV”) of the contract shall be the Player’s Base Salary for the year at issue. The AAV shall be calculated by averaging the rates of pay contained in paragraph 2 of the contract (or any special covenants thereto) for each year of the contract. If deferred compensation is contained in any year of the multi-year contract, the present value of the deferred amount will be used for purposes of calculating the AAV.

(C) The Base Salary shall be adjusted in accordance with paragraphs 2(b)(ii)-(iv) below to determine a Player’s salary.

(ii) Signing Bonus Adjustment. If the contract contains a signing bonus, the bonus, irrespective of payment dates, shall be prorated and included in equal amounts as part of the Base Salary for each year of the contract. If any portion of the signing bonus is deferred beyond the expiration of the contract, the present value of the signing bonus shall be used for purposes of the calculation in this paragraph 2(b)(ii).

(iii) Performance Bonus Adjustment. If the year of the multi-year contract at issue contains performance bonuses, they shall be treated in the same manner as in paragraph 2(a)(iv) above.

(iv) Other Forms of Compensation Adjustment. If the year of the multi-year contract at issue contains any other forms of compensation, they shall be treated in the same manner as in paragraph 2(a)(v) above.

(c) Previous Season Minor League Salary

In order to calculate a Player’s salary for Minor League service in the previous season, the following steps shall be taken:

(i) Contracts That Do Not Contain a Separate Rate of Pay for Minor League Service. If a single year contract, or the relevant year of a multi-year contract, does not contain a separate rate of pay for Minor League service, the Player’s salary for Minor League service in the previous season shall be deemed to be the same as his salary for performing Major League service as calculated pursuant to paragraph 2(a) or 2(b) above.

(ii) Contracts that Contain a Separate Rate of Pay for Minor League Service.

(A) If a single-year contract, or the relevant year of a multi-year contract, contains a separate rate of pay for Minor League service, and the rate of pay is higher than the Major League minimum salary for the preceding season contained in Article VI(A)(1), the Player's salary for Minor League service in the previous season shall be the rate of pay for Minor League service that is stipulated in the contract. For purposes of this paragraph 2(c)(ii)(A), the stipulated rate of pay for Minor League service contained in the contract shall not be adjusted to account for a signing bonus, performance or award bonuses, or any other forms of compensation provided for by the contract.

(B) If a single-year contract, or the relevant year of a multi-year contract, contains a separate rate of pay for Minor League service, and that rate of pay is lower than the Major League minimum salary for the prior season contained in Article VI(A)(1), the Player's salary for Minor League service in the previous season shall be the greater of the total amount of the Player's actual baseball salary earnings (defined below) in that season, or the rate of pay stipulated for Minor League service in the Player's contract for that season. A Player's "actual baseball salary earnings" for purposes of this paragraph 2(c)(ii)(B) shall include only those amounts paid to the Player as salary for performing services in the Major or Minor Leagues, and shall not include signing bonuses, performance or award bonuses, or any other forms of compensation provided for by the contract.

(d) Fines or Suspensions

The calculation of a Player's previous year salaries shall include amounts which were not paid to a Player for the season by reason of any fine or suspension which may have been imposed on the Player, or by reason of any deduction from salary.

(e) Option Years

Option years shall be included as a year of the contract if the option had been fully exercised at the time of the tender, signing or renewal.

(3) *Disputes*

In the event of a dispute regarding a contract tender, signing or renewal with respect to any form of additional compensation referred to in paragraph (2)(a)(v) or 2(b)(iv) above, either the Player or Club may file a Grievance in order to obtain a determination with respect thereto as the exclusive means of resolving such dispute, and both parties shall be bound by the resulting decision. The contract tender, signing or renewal shall be altered as necessary to conform to the decision, and such tender, signing or renewal shall remain valid.

**C. Standard Length of Season**

For the purpose of calculating a Player's daily rate of pay, a championship season shall be deemed to commence on the date of the first regularly scheduled championship season game and to conclude on the date of the last regularly scheduled championship season game. This rule shall apply uniformly to all Players and all Clubs, notwithstanding differences in a particular Club's schedule, except as provided otherwise by Article V(A) and Article XXV.

**D. Salary Continuation—Military Encampment**

Payment of Player salaries shall be continued throughout any period in which a Player is required to attend a regularly scheduled military encampment of the Reserve of the Armed Forces or of the National Guard during the Club's playing season.

**E. Salary Arbitration**

The following salary arbitration procedure shall be applicable:

(1) *Eligibility.*

(a) General Rule. Any Player with a total of three or more years of Major League service, however accumulated, but with



less than six years of Major League service, may submit the issue of the Player's salary to final and binding arbitration without the consent of the Club, subject to the provisions of paragraph (3) below. Nothing contained herein shall limit the right of any Player, with the consent of the Club, to submit the issue of his salary to final and binding arbitration.

(b) "Super Two" Players. In addition, a Player with at least two but less than three years of Major League service shall be eligible for salary arbitration if: (a) he has accumulated at least 86 days of service during the immediately preceding season; and (b) he ranks in the top 22% (rounded to the nearest whole number) in total service in the class of Players who have at least two but less than three years of Major League service, however accumulated, but with at least 86 days of service accumulated during the immediately preceding season. If two or more Players are tied at 22%, all such Players shall be eligible.

(2) *Notice of Submission*

The Association and Major League Baseball Labor Relations Department ("LRD") will confirm the list of arbitration eligible players promptly after the tender date. The Association and the LRD shall exchange salary figures on the Exchange Date, set forth in the schedule below:

<u>Year</u>	<u>Exchange Date</u>
2017	Friday, January 13
2018	Friday, January 12
2019	Friday, January 11
2020	Friday, January 10
2021	Friday, January 15

It shall be the responsibility of the Association prior to the Exchange Date to obtain the salary figure from the Player, and the LRD shall have a similar responsibility to obtain the Club's figure.

(3) *Withdrawal from Arbitration*. In the event the Club and Player reach agreement on salary before the arbitration panel reaches a decision, the matter shall be deemed withdrawn from arbi-

tration; provided, however, that any agreements that have not been reported both to the Association and the LRD by 1 P.M. Eastern Time on the Exchange Date shall not be confirmed until after the Club and Player exchange numbers.

(4) *Form of Submission.* The Player and the Club shall exchange with each other in advance of the hearing single salary figures for the coming season (which need not be figures offered during the prior negotiations) and then shall submit such figures to the arbitration panel. At the hearing, the Player and Club shall deliver to the arbitration panel an executed Uniform Player's Contract, complete except for the salary figure to be inserted in paragraph 2. Upon submission of the salary issue to arbitration by either Player or Club, the Player shall be regarded as a signed Player (unless the Player withdraws from arbitration as provided in paragraph (3) above).

(5) *Selection of Arbitrators.* The Association and the LRD shall annually select the arbitrators. In the event they are unable to agree by January 1 in any year, they jointly shall request that the American Arbitration Association furnish them lists of prominent, professional arbitrators. Upon receipt of such lists, the arbitrators shall be selected by alternately striking names from the lists. All cases shall be assigned to three-arbitrator panels. The Association and the LRD shall designate one arbitrator to serve as the panel chair.

(6) *Location of Hearings.* The single hearing site for each year will be agreed upon by the Parties with preference being given to either Los Angeles, Tampa/Orlando, or Phoenix.

(7) *Conduct of Hearings.* The hearings shall be conducted on a private and confidential basis. Each of the parties to a case shall be limited to one hour for initial presentation and one-half hour for rebuttal and summation. Cross-examination of witnesses shall not count against the aforesaid time limitations, and such time limitations may be extended by the arbitration panel for good cause.

The parties shall exchange all written materials to be utilized in their respective initial presentations at the outset of a hearing. The order of presentation shall be as follows:

- (a) Player's initial presentation;
- (b) Club's initial presentation;
- (c) Player's rebuttal and summation;
- (d) Club's rebuttal and summation;
- (e) Player's surrebuttal, which shall be very brief and offered to respond to new issues raised during the Club's rebuttal; and
- (f) If requested by the Club, the Panel may, at its discretion, allow the Club very brief surrebuttal to respond to new issues raised by the Player.

Notwithstanding this order of presentation, neither party shall carry the burden of proof.

(8) *Continuances, Adjournments or Postponements.* There shall be no continuances or adjournments of a hearing, but the commencement of a hearing may be postponed by the arbitration panel upon the application of either the Player or Club based upon a showing of substantial cause. Any request for the postponement of a scheduled hearing shall be made to the panel chair in writing, with copies to the Association and the LRD. Disclosure of individual votes by panel members shall be in accordance with paragraph (13) below.

(9) *Hearing Costs.* The Player and Club shall divide equally the costs of the hearing, and each shall be responsible for his own expenses and those of his counsel or other representatives.

(10) *Criteria*

(a) The criteria will be the quality of the Player's contribution to his Club during the past season (including but not limited to his overall performance, special qualities of leadership and public appeal), the length and consistency of his career contribution, the record of the Player's past compensation, comparative baseball salaries (see paragraph (11) below for confidential salary data), the existence of any physical or mental defects on the part of the Player, and the recent performance record of the Club including but not limited to its League standing and atten-

dance as an indication of public acceptance (subject to the exclusion stated in subparagraph (b)(i) below). Except as set forth in subsections 10(b) and 10(c) below, any evidence may be submitted which is relevant to the above criteria, and the arbitration panel shall assign such weight to the evidence as shall appear appropriate under the circumstances. The arbitration panel shall, except for a Player with five or more years of Major League service, give particular attention, for comparative salary purposes, to the contracts of Players with Major League service not exceeding one annual service group above the Player's annual service group. This shall not limit the ability of a Player or his representative, because of special accomplishment, to argue the equal relevance of salaries of Players without regard to service, and the arbitration panel shall give whatever weight to such argument as is deemed appropriate.

(b) Evidence of the following shall not be admissible:

(i) The financial position of the Player and the Club;

(ii) Press comments, testimonials or similar material bearing on the performance of either the Player or the Club, except that recognized annual Player awards for playing excellence shall not be excluded;

(iii) Offers made by either Player or Club prior to arbitration;

(iv) The cost to the parties of their representatives, attorneys, etc.;

(v) Salaries in other sports or occupations.

(c) Admissible Statistics. Only publicly available statistics shall be admissible. For purposes of this provision, publicly available statistics shall include data available through subscription-only websites (e.g., Baseball Prospectus). Statistics and data generated through the use of performance technology, wearable technology, or "STATCAST", whether publicly available or not, shall not be admissible.

(11) *Confidential Major League Salary Data.* For its confidential use, as background information, the arbitration panel will be given a tabulation showing the minimum salary in the Major Leagues and salaries for the preceding season of all players on Major League rosters as of August 31, broken down by years of Major League service. The names and Clubs of the Players concerned will appear on the tabulation. In utilizing the salary tabulation, the arbitration panel shall consider the salaries of all comparable Players and not merely the salary of a single Player or group of Players.

(12) *Prohibition Regarding Competitive Balance Tax.* No participant in a salary arbitration shall refer in any fashion, either orally or in writing, to any of the provisions in Article XXIII (Competitive Balance Tax). No salary arbitration panel shall consider in any fashion any of the provisions in Article XXIII (Competitive Balance Tax).

(13) *Timetable and Decision.* Arbitration hearings shall be scheduled to be held from February 1 to February 20 absent a contrary agreement of the Parties. The arbitration panel may render the decision on the day of the hearing, and shall make every effort to do so not later than 24 hours following the close of the hearing. The arbitration panel shall be limited to awarding only one or the other of the two figures submitted. There shall be no opinion. There shall be no release of the arbitration award by the arbitration panel except to the Club, the Player, the Association and the LRD. The panel chair shall initially inform the Association and the LRD of the award only and not how the panel members voted. The panel chair shall disclose to the Association and the LRD the individual votes of the panel members on each March 15 following the February hearings. The panel chair shall insert the figure awarded in paragraph 2 of the executed Uniform Player's Contract delivered at the hearing and shall forward the Contract to the Office of the Commissioner.

## **ARTICLE VII—Expenses and Expense Allowances**

### **A. Transportation and Travel Expenses**

Each Club shall pay the following expenses of Players:

(1) All proper and necessary traveling expenses of Players while “abroad,” or traveling with the Club in other cities, including board, and first-class jet air and hotel accommodations, if practicable, for any travel that is directed, requested or required by the Club. Players who have reported to the Minor Leagues at the time of the event, transaction, direction or request that results in the travel will receive travel expenses in accordance with past practice as set forth in Article XIX(B) and (C)(3)(d). Home games which are scheduled or rescheduled away from the park of the home Club shall be considered road games for the purposes of Players’ meal and tip allowances, hotel accommodations and transportation.

(a) *Air Travel.* On regularly scheduled commercial flights, when first-class accommodations cannot practicably be provided, the Club shall provide a single seat in the next highest premium seating classification that is available. When first-class accommodations cannot practicably be provided and Players travel in the coach section, the Club shall provide three seats for each two Players and first-class meals. If a Player is booked in a single seat and an upgrade to a higher classification seat becomes available for purchase, the Player may purchase such upgrade and the Club shall reimburse the Player for the cost of the upgrade. Beginning in 2018, all in-season and post-season air travel shall be non-stop.

(b) *Hotel Accommodations.* Each Club shall give written notice to the team’s Player Representative and the Association, prior to December 1 of each year, of the hotels, including hotels in the Club’s home city and Spring Training hotels, that the Club intends to utilize during the next succeeding season. Beginning in 2018, all hotels utilized by the Club while on the road shall have meals available (in-room or otherwise) until at least 1:00 A.M.; provided, however, that each Club’s Player Representative may waive this requirement.

Each Player traveling with his Club on the road shall have single rooms in the Club’s hotels on all road trips during the Club’s Spring Training, championship season and post-season. Nothing

herein shall prohibit the Clubs from making or continuing agreements with individual Players that provide more favorable arrangements for such Players.

(c) *Bus Travel.* During the championship season, including travel to the first game of such season, no Club, absent extraordinary circumstances that make travel by plane impossible, may travel by bus between games if the distance between the two cities is, by the most direct highway route, more than 200 miles (one way).

During the championship season, the visiting Club shall schedule two bus trips to transport Players from the team hotel to the ballpark for each game. The bus trips to the ballpark shall be staggered in time—one early trip and one late trip. For bus transportation during Spring Training, each Club shall provide two adjacent seats for every Player.

(2) First-class jet air fare and meals en route, of Players to their homes at the end of the season, regardless of where the Club finished its season. If the Club finishes its season “abroad” and appropriate transportation is not provided back to the Club’s home city, any Player who elects to return home via the Club’s home city shall be paid an amount equal to the first-class jet air fare and meals en route back to the Club’s home city plus the first-class jet air fare and meals en route from the Club’s home city to the Player’s home. A Player who has more than one home shall receive payment based on the home to which he actually travels.

(3) All necessary traveling expenses, including first-class jet air fare and meals en route, of Players from their homes to the Spring Training place of the Club, whether they are ordered to go there directly or by way of the home city of the Club. A Player who has more than one home shall receive payment based on the home from which he actually travels.

(4) In the case of assignment of a Player’s contract during the championship season or during Spring Training, all traveling expenses, including first-class jet air fare and meals en route, of the Player as may be necessary to enable him to report to the assignee Club. The Club shall also reimburse the Player for all travel expenses, including first-class jet air fare and meals en route, for the

Player's spouse for one assignment during the championship season. Such expenses may not be claimed by the Player as part of his moving expenses under Article VIII(C), unless not paid under this provision. A Club may offset such expenses against any moving allowance provided pursuant to Article VIII(A).

(5) In the case of termination by the Club of a Player's contract during the championship season or during Spring Training, reasonable traveling expenses, including first-class jet air fare and meals en route, to the Player's home city.

(6) In the event a Player is required to attend a regularly scheduled military encampment of the Reserve of the Armed Forces or of the National Guard during the championship season or during Spring Training, the Player's air fare to and from the encampment.

## **B. In-Season Meal and Tip Allowance**

(1) During the championship season, each Player shall receive a daily meal and tip allowance for each date a Club is on the road and for each traveling day. No deductions will be made for meals served on an airplane.

(2) If, when a Club departs from the home city, Players are required to report for departure at or prior to Noon, Players will receive the full daily allowance for that date; if Players are required to report for departure after Noon, Players will receive one-half of the daily allowance for that date. Returning to the home city, if arrival is later than 6 P.M., Players will receive the full daily allowance; if arrival is at or prior to 6 P.M., Players will receive one-half of the daily allowance.

(3) During the 2017 championship season, the daily allowance shall be \$30.00. Notwithstanding the foregoing, during the 2017 championship season, the daily allowance shall be \$102.00 for Players entitled to the in-season meal and tip allowance pursuant to Articles IV, VII(D), VII(F)(1), (3), (4), and (5), XIV(D), XV(E)(3)(d), XV(N)(6), XIX(C)(3)(d), Attachment 15, or for any day on the road or traveling day that the Club does not provide a meal in the Clubhouse pursuant to Attachment 47; provided, however, that on any day a scheduled game is postponed, the daily allowance shall be \$30.00 if the postponement occurs within two



hours of the scheduled first pitch and \$102.00 if the postponement occurs more than two hours prior to the scheduled first pitch. During the 2018, 2019, 2020 and 2021 championship seasons, the daily allowance shall be the prior season's allowance plus a cost of living adjustment rounded to the nearest \$.50 as calculated in Article VII(B)(4) below. The daily allowances described herein shall not be reduced below \$30.00 and \$102.00, respectively, for the term of the Basic Agreement.

(4) Cost of living adjustments shall be computed as follows.

(a) To determine the allowance figure effective for the 2018 season, the allowance figure for the 2017 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW) published by the Bureau of Labor Statistics for October 2017 and the denominator of which is the CPIW for October 2016.

(b) To determine the allowance figure effective for the 2019 season, the allowance figure for the 2018 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2018 and the denominator of which is the CPIW for October 2017.

(c) To determine the allowance figure effective for the 2020 season, the allowance figure for the 2019 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2019 and the denominator of which is the CPIW for October 2018.

(d) To determine the allowance figure effective for the 2021 season, the allowance figure for the 2020 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2020 and the denominator of which is the CPIW for October 2019.

See Attachment 31.

(5) Each Club shall provide the daily allowance to Players on a daily basis or in advance. Each Club is permitted to distribute the allowance in cash, by direct deposit or on a check card. To the maximum extent possible, each Club shall provide the daily allowance

pursuant to an accountable plan whereby to the maximum extent possible the daily allowance will be excluded from a Player's gross income. See Attachment 41.

### **C. Spring Training Allowances**

(1) During the 2017 Spring Training season, each Player shall receive a base weekly allowance of \$320.50, and each Player living away from the Club's Spring Training headquarters also shall receive a base supplemental weekly allowance of \$57.00. During the 2018, 2019, 2020 and 2021 seasons, the weekly and supplemental allowances shall be the prior season's allowance plus the cost of living adjustment rounded to the nearest \$.50. Notwithstanding the foregoing, the weekly allowance will not be reduced below \$320.50, and the supplemental allowance will not be reduced below \$57.00 during the term of the Basic Agreement.

(2) A Player living away from the Club's Spring Training headquarters shall receive the following daily meal and tip allowance (except that Players who make an overnight trip shall receive for the day following the night on the road the daily championship season meal and tip allowance in lieu of the daily allowance provided in this paragraph). No deduction shall be made for lunch or sandwiches served at the ballpark. In 2017, the base daily allowance shall be \$91.00. In 2018, 2019, 2020 and 2021, the daily allowance shall be the prior season's allowance plus the cost of living adjustment rounded to the nearest \$.50. Notwithstanding the foregoing, the daily allowance will not be reduced below \$91.00 during the term of the Basic Agreement.

Players living at the Club's Spring Training headquarters also shall receive the daily meal and tip allowance if the Club does not otherwise provide meals. No Player shall be required to sign meal checks or take his meals in lieu of receiving the daily meal and tip allowance.

(3) All players who are assigned to a Major League Spring Training camp shall receive the allowances set forth in Section C(1) and (2) above, except that any non-roster players assigned to a Major League Spring Training camp shall receive the allowances only if they have Major League service at or above the prior season's cut-off for obtaining salary arbitration eligibility as a "Super

Two.” (See Article VI(E)(1).) All players who are not assigned to a Major League Spring Training camp, but who are in uniform for a Major League Spring Training game, shall receive the daily allowance set forth in Section C(2) above for each such game.

(4) A Player living away from the Club’s Spring Training headquarters shall receive a room allowance of \$40.00 per day.

(5) Cost of living adjustments shall be computed as set forth in Section B(4) above.

(6) Each Player shall receive first-class hotel accommodations and the in-season meal and tip allowance set forth in Section B above for the period between when a Club breaks Spring Training camp and Opening Day, provided that the Player is playing at his Club’s home city and does not have a personal residence in his Club’s home city.

(7) Each Club must provide the base weekly Spring Training allowance to Players on a weekly basis and the daily tip allowance on a daily basis or in advance. Each Club is permitted to distribute these allowances in cash, by direct deposit or on a check card. To the maximum extent possible, each Club shall provide Spring Training allowances pursuant to an accountable plan whereby to the maximum extent possible such allowances will be excluded from a Player’s gross income. See Attachment 41.

#### **D. All-Star and Home Run Derby Participant Benefits**

Each player elected or selected to the All-Star team or as a participant in the Home Run Derby and who attends the event shall receive the following: (a) six complimentary tickets to the All-Star Game and Home Run Derby for use by player guests (players may request fewer complimentary tickets and players may purchase additional tickets for guests in accordance with past practice); (b) first-class air transportation for himself and two guests (to the extent that such expenses are actually incurred); (c) first-class hotel accommodations for himself and two guests (up to two rooms, if necessary) for a maximum of three days; (d) the applicable in-season meal and tip allowance for three days; (e) a \$1,000 cash stipend; (f) a gift from the player’s League; and (g) merchandise that is made available by Major League Baseball’s business partners. Players elected or selected to the All-Star team also

shall receive a ring and, if they are attending their 5th, 10th or 15th All-Star Game as an All-Star, shall also receive a gift/memento and special recognition. See Article XV(N)(6).

#### **E. In-Season Supplemental Allowances**

(1) A Player shall be entitled to receive the “in-season supplemental allowance” provided by this Section E if:

(a) his contract is assigned by a Minor League club to a Major League Club,

(b) he had no Major League service (or his entire Major League service is only after the preceding August 31) and is on a Major League Club’s Opening Day roster, or

(c) his contract is assigned by a Major League Club to another Major League Club during the championship season or after the sixteenth day prior to the start of the championship season.

(2) A Player entitled to receive the in-season supplemental allowance shall be treated by the assignee Club as if he were on the road for each of the first seven days of the assignment in the assignee Club’s home city, to include the assignee Club providing the Player with first-class hotel accommodations and the applicable daily meal and tip allowance described in paragraphs (3) and (4) of Section B for this period. If this entitlement arises under paragraph (1)(a) or (b) above, first-class hotel accommodations shall be provided at the Club’s expense or an allowance for housing expenses, not to exceed the first-class hotel accommodations rate, shall be provided to the Player in advance on a daily basis, as long as the Player incurs actual housing expenses.

(3) This in-season supplemental allowance shall be provided automatically to such a Player in advance (a) at the time of the assignment for assignments between Major League Clubs, and (b) on a daily basis if the entitlement arises under paragraph 1(a) or (b) above.

Clubs shall, by the fifth day after the end of each month of the championship season, provide the Players Association with a list of the Players who were paid the in-season supplemental allowance during the preceding month and the amount of each allowance. The list should identify each Player added to the Major League roster

during the preceding month (including, for the first list of the season, each Player on the Opening Day roster), the amount of the allowance paid to each, and the dates each was provided with first-class hotel accommodations or an allowance for housing expenses.

(4) This Section E shall apply to each such assignment made during a championship season. For a covered assignment from a Minor League club to a Major League Club made during the off-season, the Player shall be entitled to the benefits provided by this Section E only for the days he serves on a Major League Club's active roster before his contract is reassigned to a Minor League club.

(5) Any Player who does not have a personal residence in the Club's home city and whose Club: (i) is selected to play on the first day of the championship season, and (ii) elects to schedule the off-day required by Article V(C)(4) the day after Opening Day rather than prior to Opening Day, shall be entitled to first-class hotel accommodations and the daily meal and tip allowance under this Section E for the first two days of the championship season (i.e., Opening Day and the off-day following Opening Day).

(6) A Player whose contract is assigned by a Minor League club to a Major League Club shall be entitled to receive the "in-season supplemental allowance" set forth in this Article VII(E) if the Player is recalled or selected from a Minor League affiliate in the same metropolitan area as the Major League Club, but only if the Player incurs actual housing expenses within the meaning of Article VII(E)(2).

(7) A Player returning to a Major League Club following an assignment to a Minor League affiliate shall be entitled to receive the "in-season supplemental allowance" set forth in this Article VII(E) only if he actually reported to the Minor League club.

(8) A Player entitled to receive this in-season supplemental allowance shall not also be entitled to any portion of the in-season meal and tip allowance under Article VII(B) attributable to the same day.

#### **F. Allowances for Disabled Players**

A Player who performs prescribed rehabilitation work will receive the allowances set forth below depending on the location of the rehabilitation. The applicable allowances (if any) will be provided without

deduction irrespective of whether the Club directs the Player to perform rehabilitation work at the site pursuant to its rights under the Basic Agreement, or the Player voluntarily agrees to perform rehabilitation work at a particular site with the consent of the Club.

*(1) Rehabilitation in the Club's Home City During the Championship Season*

A Player who performs prescribed rehabilitation work in the Club's home city during the championship season shall receive the applicable in-season meal and tip allowance under Article VII(B)(1) when the Club is on the road, but only if the Player is residing at a hotel or motel in the metropolitan area of the Club that is not the Player's permanent residence for the championship season.

*(2) Rehabilitation on the Road with the Club During the Championship Season*

A Player who performs prescribed rehabilitation work while traveling with the Club on the road during the championship season shall receive first-class jet air and hotel accommodations in accordance with Article VII(A)(1), and the applicable in-season meal and tip allowance under Article VII(B)(1).

*(3) Rehabilitation at the Club's Spring Training Facility During the Championship Season*

(a) A Player who performs prescribed rehabilitation work at the Club's Spring Training facility during the championship season shall receive first-class jet air and hotel accommodations in accordance with Article VII(A)(1), the applicable in-season meal and tip allowance under Article VII(B)(1), and reimbursement for the actual cost of a mid-size rental car in accordance with Section F(7) below, regardless of whether his Club is at home or traveling on the road. In addition, any Player with at least five years of Major League service who performs prescribed rehabilitation work at the Club's Spring Training facility also shall be entitled to receive first-class jet air and hotel accommodations for his immediate family, and reimbursement for the cost of a family-size rental car in accordance with Section F(7) below, provided that the anticipated or actual duration of the rehabilitation work is at least 20 days.

(b) Notwithstanding paragraph (3)(a) above, Players on the Active List of the Arizona Diamondbacks, Miami Marlins or Tampa Bay Rays, within the meaning of Article XXI(A) of the Basic Agreement, who perform prescribed rehabilitation work at the Club's Spring Training facility during the championship season and whose in-season residence is less than or equal to 50 miles (measured by Google Maps driving distance) from the Club's Spring Training facility, will receive the in-season meal and tip allowance when their Club is on the road only if they reside in a hotel or motel that is not the Player's permanent residence for the championship season, and will not be entitled to: (a) hotel accommodations; (b) the in-season meal and tip allowance when the Club is at home; or (c) reimbursement for the cost of a rental car. Such Players whose in-season residence is more than 50 miles from the Club's Spring Training facility must be offered first-class hotel accommodations reasonably proximate to the facility. A Player who declines such accommodations will be treated for purposes of this paragraph 3 as if he lives less than or equal to 50 miles from the Club's Spring Training facility. A Player who accepts such hotel accommodations will be treated in accordance with paragraph 3(a) above.

*(4) Rehabilitation During Spring Training*

A Player who performs prescribed rehabilitation work at the Club's Spring Training facility shall receive the allowance to which he otherwise would be entitled to under Article VII(C) if he was not injured. A Player who performs prescribed rehabilitation work at the Club's home city during Spring Training will be provided with first-class jet air and hotel accommodations in accordance with Article VII(A)(1), the applicable in-season meal and tip allowance under Article VII(B)(1), and reimbursement for the actual cost of a mid-size rental car in accordance with Section F(7) below.

*(5) Rehabilitation at Other Sites*

A Player who performs prescribed rehabilitation work at the Player's off-season residence is not entitled to any allowances under the Basic Agreement. A Player who agrees to perform prescribed rehabilitation work at any site other than those specified in Section F(1), (2), (3) or (4) above shall receive first-class air and hotel

accommodations in accordance with Article VII(A)(1), the applicable in-season meal and tip allowance under Article VII(B)(1), and reimbursement for the actual cost of a mid-size rental car in accordance with Section F(7) below. The Club's request to the player to perform rehabilitation work at the applicable site must be in writing (a copy of which will be provided to the Association).

(6) Notwithstanding anything to the contrary in this Article VII(F), a Player will not receive hotel accommodations, the in-season meal and tip allowance, or reimbursement for the cost of a rental car if he is staying in a medical facility or at his personal residence while conducting rehabilitation. If a Player has a residence less than or equal to 50 miles from his rehabilitation site, but that residence is unavailable as a result of a rental or sublease commitment, the Player still shall be entitled to hotel accommodations and the in-season meal and tip allowance.

(7) When a Player is entitled to reimbursement for the actual cost of a rental car while performing rehabilitation work under this Section F, the Player shall, at his election, be reimbursed for the actual expenses he incurred for the car rental, or his actual local transportation expenses up to the cost he would have incurred had he rented a car. Notwithstanding the above, a Player will not be entitled to this rental car allowance if the Club provides the Player with a car (either mid-size or family size, whichever is applicable) for his exclusive use during the period of the rehabilitation. In order to receive reimbursement, the Player must provide the Club with appropriate documentation of his actual expenses.

(8) To the maximum extent possible, each Club shall provide the daily meal and tip allowance pursuant to an accountable plan whereby the daily meal and tip allowance will be excluded from a Player's gross income. See Attachment 41.

## **ARTICLE VIII—Moving Allowances**

A. If a Player's contract is assigned by a Major League Club to another Major League Club after the sixteenth day prior to the start of the championship season, but on or before the first day of the Closed Period under Major League Rule 9(b)(3), the assignee Club shall pay the Player, for all moving and other expenses resulting from such assignment, the sum of \$1,200 if the distance between the home ball-



parks of the assignor and assignee Clubs is 1,000 air miles or less; the sum of \$1,750 if the distance between the home ballparks of the assignor and assignee Clubs is greater than 1,000 air miles, up to and including 2,000 air miles; and the sum of \$2,200 if the distance between the home ballparks of the assignor and assignee Clubs is greater than 2,000 air miles.

This allowance will be paid to the Player automatically at the time of the assignment.

This advance payment will be credited against the reimbursement for reasonable and actual moving expenses should the Player elect to claim such expenses in accordance with the provisions of Section C below.

B. If a Player is assigned to another Major League Club located within 50 miles of the assignor Club's home city, the Player shall not receive any moving allowance under Section A above, subject to the following exception. If a Player is assigned to another Major League Club and moves from a residence located further than 25 miles from the assignee Club's home ballpark to a residence located closer to, and within 50 miles of, such ballpark, the Player shall receive the moving allowance in accordance with Section A above.

C. A Player may elect, within two years after the date of the assignment of his contract, regardless of when his contract is assigned or whether the assignment is between Major League Clubs or a Major League Club and a Minor League club, to be reimbursed for the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom, including first-class jet air transportation for the Player and his immediate family; provided that, if the Player relocates more than one year from the date of the assignment, the Player must relocate in the assignee Club's home city and the Player must still be playing for the assignee Club at the time he incurs such expenses. Reimbursement shall be made by the assignee Club.

D. A Player may elect, within two years after the date of the assignment of his contract, regardless of when his contract is assigned or whether the assignment is between Major League Clubs or a Major League Club and a Minor League club, to be reimbursed for the reasonable and actual rental payments for living quarters and furniture rental in the city from which he is transferred (and/or Spring Training location, if applicable), for which he is legally obligated after the date

of assignment and for which he is not otherwise reimbursed. Such rental payments shall not include any period beyond the end of a season or prior to February 1. Reimbursement shall be made by the assignor Club. The Club paying reimbursement for living quarters and furniture rental shall have use of and/or the right to rent such living quarters and/or furniture for the period covered by the rental reimbursement, unless the lease for such living quarters or furniture rental permits termination with payment of two months' rent or less.

In the event a Player is required to report to a Major League Club from a Minor League club in any year on or after September 1, the foregoing paragraph shall not apply. A Player who is assigned to another Major League Club or a Minor League club prior to Opening Day and who did not accumulate any Major League Service during the prior season before September 1 shall not be entitled to receive any rental reimbursement, unless the Player received prior written approval for the rental from the Club.

## **ARTICLE IX—Termination Pay**

### **A. Off-Season**

A Player who is tendered a Uniform Player's Contract which is subsequently terminated by a Club during the period between the end of the championship season and the beginning of the next succeeding Spring Training under paragraph 7(b)(2) of the Uniform Player's Contract for failure to exhibit sufficient skill or competitive ability shall be entitled to receive termination pay from the Club in an amount equal to thirty (30) days' payment at the rate stipulated in paragraph 2 of (1) his Contract for the next succeeding championship season, or (2) if he has no contract for the next succeeding championship season, in an amount equal to thirty (30) days' payment at the rate stipulated in paragraph 2 of the Contract tendered to him by his Club for the next succeeding championship season.

### **B. Spring Training**

A Player whose Contract is terminated by a Club under paragraph 7(b)(2) of the Uniform Player's Contract for failure to exhibit sufficient skill or competitive ability shall be entitled to receive termination pay from the Club in an amount equal to thirty (30) days' payment at

the rate stipulated in paragraph 2 of his Contract, if the termination occurs during Spring Training but on or before the 16th day prior to the start of the championship season. If the termination occurs during Spring Training, but subsequent to the 16th day prior to the start of the championship season, the Player's termination pay shall be in an amount equal to forty-five (45) days' payment at the rate stipulated in paragraph 2 of his Contract.

### **C. In-Season**

A Player whose Contract is terminated by a Club during the championship season under paragraph 7(b)(2) of the Uniform Player's Contract for failure to exhibit sufficient skill or competitive ability shall be entitled to receive termination pay from the Club in an amount equal to the unpaid balance of the full salary stipulated in paragraph 2 of his Contract for that season.

### **D. Split Contracts**

In the case of a Player who signs a Major League Contract which sets forth a separate rate of pay for Minor League service, the rate of pay to be utilized in calculating termination pay under the preceding Sections A, B and C shall be:

- (1) the Minor League rate, if the termination occurs in the off-season;
- (2) the Minor League rate, if the termination occurs during Spring Training, but on or before the 16th day prior to the start of the championship season;
- (3) the Major League rate, if the termination occurs during Spring Training, but subsequent to the 16th day prior to the start of the championship season;
- (4) the Minor League rate, if the termination occurs during the season and the Player is, at the time of termination, in the Minor Leagues; and the Major League rate, if the termination occurs during the season and the Player is, at the time of termination, in the Major Leagues. In the application of this subparagraph (4), a Player's Contract may not be assigned to the Minor Leagues for the purpose of reducing the Player's termination pay.

Notwithstanding the above, a Player whose Contract is not assignable to the Minor Leagues without his consent, or a Player selected by a Major League Club in the immediately preceding Rule 5 draft, shall be entitled to receive termination pay at the Major League rate unless terminated during the championship season at a time when his Contract is under assignment to the Minor Leagues.

#### **E. Injury**

If a Player's Contract is terminated by a Club by reason of the Player's failure to render his services due to a disability resulting directly from injury sustained in the course and within the scope of his employment under the Contract, and notice is received by the Club in accordance with Regulation 2 of the Uniform Player's Contract, the Player shall be entitled to receive from the Club the unpaid balance of the full salary for the year in which the injury was sustained, less all workers' compensation payments received by the Player as compensation for loss of income for the specific period for which the Club is compensating him in full.

#### **F. Non-Duplication**

The foregoing provisions of this Article IX shall be applied regardless of the number of times a Player may be released during a year, subject to the following limitations:

- (1) The maximum amount of termination pay that a Player shall be entitled to receive for any year shall not exceed the amount by which:
  - (a) the salary stipulated in the Player's original Contract for such year exceeds
  - (b) the aggregate amount which the Player earns during that year from any Club or Clubs, including any amounts deferred to later years, calculated at present value, and bonuses.
- (2) In the event a released Player refuses to accept a reasonable Major League Contract offered by a Club other than the Club which released him, such Player shall forfeit that portion of the termination pay that would not have been payable if such Contract had been accepted.

**ARTICLE X—World Series, League Championship Series,  
Division Series, and Wild Card Game  
Players’ Pool**

**A. Creation of Pool**

One Players’ pool shall be created from the World Series, the two League Championship Series, the four Division Series, and the two Wild Card games. Contributions shall be made into the pool as follows:

- (1) 60% of the total gate receipts from the first 4 World Series games;
- (2) 60% of the total gate receipts from the first 4 games of each League Championship Series;
- (3) 60% of the total gate receipts from the first 3 games (4 if the Division Series is expanded to the best of 7 games) of each Division Series; and
- (4) 50% of the total gate receipts from each Wild Card Game after deducting the traveling expenses of the visiting Clubs (up to a maximum of \$100,000 per Club) from the total gate.

**B. Distribution of Pool**

The Players’ pool shall be distributed to the Players, by Club, as follows:

World Series Winner .....	36%
World Series Loser.....	24%
League Championship Series Losers (2).....	24%
Division Series Losers (4).....	13%
Wild Card Losers (2).....	3%

Distribution of the Players’ pool shall be made to the Players within 30 days after the completion of the World Series, unless for good cause the Parties agree to extend the period.

**C. Division of Players’ Pool**

The division of the Players’ pool shall be made by a vote of the Players, in a meeting chaired by the Player Representative, at which attendance shall be limited to Players, except that the field manager, prior to being excused from such meeting, shall be given first the opportu-

nity to express his views as to the division of the pool. At the invitation of the Player Representative, the field manager may be present during the remainder of the meeting, or any part thereof. Club personnel are otherwise prohibited from attempting to influence or interfere with the Players' division of the pool, either before or after the vote is completed. The vote of the Players shall not be subject to alteration, except as may be required to conform to the Major League Rules.

On or before the final day of the championship season, the Player Representative shall provide the Club with the schedules reflecting the vote of the Players. The Player Representative shall execute the schedules and complete them in his own handwriting. The Club shall, within 48 hours of receipt from the Player Representatives, submit copies of such executed and handwritten schedules to the Commissioner's Office and the Association.

Two Club Certified Athletic Trainers and one Club strength and conditioning coach shall be eligible to receive a percentage share of the Players' pool. Except for the individuals rendered ineligible by Major League Rule 45(b)(4), all other non-uniformed personnel of a Club shall not be eligible to receive a percentage share of the Players' pool, but shall be eligible to receive cash awards of defined dollar value, provided that no cash award may exceed the value of a full share.

#### **D. Guarantee of Pool**

(1) To the extent, if any, that the Players' pool provides a total of less than \$4,608,000 for the World Series winner, the amount to be distributed to such winner shall be increased to \$4,608,000. To the extent, if any, that the Players' pool provides a total of less than \$3,072,000 for the World Series loser, the amount to be distributed to such loser shall be increased to \$3,072,000.

(2) To the extent, if any, that the Players' pool provides a total of less than \$3,072,000 for both League Championship Series losers (\$1,536,000 each), the amount to be distributed to such losers shall be increased to \$3,072,000 (\$1,536,000 each).

(3) To the extent, if any, that the Players' pool provides a total of less than \$1,664,000 (\$416,000 each) for the Division Series losers, the total amount to be distributed to such Division Series losers shall be increased to \$1,664,000 (\$416,000 each).

(4) To the extent, if any, that the Players' pool provides a total of less than \$384,000 (\$192,000 each) for the Wild Card Losers, the total amount to be distributed to such Wild Card Losers shall be increased to \$384,000 (\$192,000 each).

(5) If, during the term of this Agreement, the Clubs raise World Series ticket prices, the guarantees set forth in the above paragraphs (1), (2), (3) and (4) shall be increased a pro rata amount, such amount established by averaging the percentage increase of a box seat ticket and the percentage increase of a reserved seat ticket and increasing each guarantee by such percentage.

## **ARTICLE XI—Grievance Procedure**

For the purpose of providing an orderly and expeditious procedure for the handling and resolving of certain grievances and complaints, as hereinafter provided, the following shall apply as the exclusive remedy of the Parties.

### **A. Definitions**

As used herein, the following terms shall have the meanings indicated:

(1) (a) "Grievance" shall mean a complaint which involves the existence or interpretation of, or compliance with, any agreement, or any provision of any agreement, between the Association and the Clubs or any of them, or between a Player and a Club, except that disputes relating to the following agreements between the Association and the Clubs shall not be subject to the Grievance Procedure set forth herein:

- (i) The Major League Baseball Players Benefit Plan;
- (ii) The Agreement re Major League Baseball Players Benefit Plan; and
- (iii) The Agreement regarding dues check-off.

Any procedures or remedies available to the Parties for the resolution of disputes arising under said agreements that were available as of their respective execution dates shall continue to be available and not be altered or abridged in any way as a result of this Basic Agreement between the Association and the Clubs.

(b) Notwithstanding the definition of “Grievance” set forth in subparagraph (a) above, “Grievance” shall not mean a complaint which involves action taken with respect to a Player or Players by the Commissioner involving the preservation of the integrity of, or the maintenance of public confidence in, the game of baseball. Within 30 days of the date of the action taken, such complaint shall be presented to the Commissioner who promptly shall conduct a hearing in accordance with the Rules of Procedure attached hereto as Appendix B. The Commissioner shall render a written decision as soon as practicable following the conclusion of such hearing. The Commissioner’s decision shall constitute full, final and complete disposition of such complaint, and shall have the same effect as a Grievance decision of the Arbitration Panel. In the event a matter filed as a Grievance in accordance with the procedure hereinafter provided in Section B gives rise to issues involving the integrity of, or public confidence in, the game of baseball, the Commissioner may, at any stage of its processing, order that the matter be withdrawn from such procedure and thereafter be processed in accordance with the procedure provided above in this subparagraph (b). The order of the Commissioner withdrawing such matter shall constitute a final determination of the procedure to be followed for the exclusive and complete disposition of such matter, and such order shall have the same effect as a Grievance decision of the Arbitration Panel. (See also Attachment 1.)

The Association may reopen this Agreement, with reference solely to Section A(1)(b) and Section C of this Article, upon the giving of 10 days’ written notice at any time, based upon experience under the aforesaid Sections which, in its opinion, is unsatisfactory.

Any reopening notice served by the Association, in accordance with the foregoing, will be based only on actual experience with the operation of such Sections in the processing of Grievances or complaints and such reopening cannot occur unless there is actual experience under such Sections.

Also, in the event that the incumbent Chief Baseball Officer or the incumbent Special Assistant to the Commissioner leaves that Office, the Association may reopen this Agreement, with refer-



ence solely to Section C of this Article as it affects the role of the Chief Baseball Officer or the Special Assistant to the Commissioner, upon the giving of 10 days' written notice.

(c) Notwithstanding the definition of "Grievance" set forth in subparagraph (a) above, "Grievance" shall not mean a complaint or dispute which involves the interpretation or application of, or compliance with the provisions of the first sentence of paragraph 3(c) of the Uniform Player's Contract. However, nothing herein shall alter or abridge the rights of the Parties, or any of them, to resort to a court of law for the resolution of such complaint or dispute.

Anything in the Grievance Procedure provided for in the Basic Agreement to the contrary notwithstanding, complaints or disputes as to any rights of the Players or the Clubs with respect to the sale or proceeds of sale of radio or television broadcasting rights in any baseball games by any kind or method of transmission, dissemination or reception shall not be subject to said Grievance Procedure. However, nothing herein or in the Grievance Procedure shall alter or abridge the rights of the Parties, or any of them, to resort to a court of law for the resolution of such complaint or dispute.

The reference herein to the above types of complaints or disputes shall not be deemed to define exclusively the types of complaints or disputes which are not subject to said Grievance Procedure.

(2) "League" shall mean The American League of Professional Baseball Clubs or The National League of Professional Baseball Clubs.

(3) "Commissioner" shall mean the person holding the office of Commissioner of Baseball as defined in the Major League Constitution.

(4) "Player" or "Players" shall mean a Player or Players on the active roster of a Major League Club or on a disabled, restricted, disqualified, ineligible, suspended or military list of a Major League Club. The term "Player" shall also include a former Player or Players who have a grievance or complaint arising by reason of their former status as a Player as defined in the preceding sentence.

(5) “Club” or “Clubs” shall mean a Club or Clubs with membership in a League.

(6) “Association” shall mean the Major League Baseball Players Association.

(7) “Labor Relations Department” or “LRD” shall mean the Major League Baseball Labor Relations Department established by the Clubs, or any department of the Commissioner’s Office that assumes on behalf of the Commissioner the responsibilities formerly held by the Major League Baseball Player Relations Committee.

(8) “Grievant” shall mean a party who initiates or appeals a Grievance.

(9) “Arbitration Panel” shall mean the impartial arbitrator or, where either Party elects in advance of the opening of the hearing in a matter, a tripartite panel so empowered and composed of the impartial arbitrator and two party arbitrators, one appointed by the Association, the other appointed by the LRD. The impartial arbitrator, who shall in all instances be designated as the Panel Chair, shall be appointed by agreement of the Association and the LRD. In the event the Association and the LRD are unable to agree upon the appointment of the impartial arbitrator, they jointly shall request that the American Arbitration Association furnish them a list of prominent, professional arbitrators. Upon receipt of said list, they shall alternate in striking names from the list until only one remains. The arbitrator whose name remains shall be deemed appointed as the impartial arbitrator.

At any time during the term of this Agreement either the Association or the LRD may terminate the appointment of the impartial arbitrator by serving written notice upon him and the other Party; provided that no such termination shall in any way impair the authority of the impartial arbitrator to render awards with respect to matters fully submitted to him. Within 30 days of any such termination, the Association and LRD shall either agree upon a successor impartial arbitrator or select a successor from an American Arbitration Association list, as set forth above.

Decisions of the Arbitration Panel shall be made by the impartial arbitrator or, where the panel is tripartite, by majority vote.

(10) “Alternate Panel Chairs” shall mean the two impartial arbitrators appointed for cases that cannot be scheduled for hearing by the Panel Chair within the time limit set forth in Section B below. Selection and termination of the Alternate Panel Chairs shall be by the same procedures utilized for selection and termination of the Panel Chair.

## **B. Procedure**

**Step 1.** Any Player who believes that he has a justifiable Grievance shall first discuss the matter with a representative of his Club designated to handle such matters, in an attempt to settle it. If the matter is not resolved as a result of such discussions, a written notice of the Grievance shall be presented to the Club’s designated representative; provided, however, that for a Grievance to be considered beyond Step 1, such written notice shall be presented within (a) 45 days from the date of the occurrence upon which the Grievance is based, or (b) 45 days from the date on which the facts of the matter became known or reasonably should have become known to the Player, whichever is later. Within 10 days following receipt of such written notice (within 2 days if disciplinary suspension or a Grievance involving Player safety and health), the Club’s designated representative shall advise the Player in writing of his decision and shall furnish a copy to the Association. If the decision of the Club is not appealed further within 15 days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

**Step 2.** A Grievance, to be considered in Step 2, shall be appealed in writing by the Grievant or by the Association to a designated representative of the LRD within 15 days following receipt of the Club’s written decision. Grievances which involve (a) more than one Club, or (b) a Player who is not under contract to a Club that is party to the Grievance, may be filed initially in Step 2, provided that written notice of the Grievance shall be presented to the designated representative of the LRD within (a) 30 days from the date of the occurrence upon which the Grievance is based, or (b) 30 days from the date on which the facts of the matter became known or reasonably should have become known to the Player, whichever is later. A Grievance appealed to or filed at Step 2 shall be discussed within 35 days thereafter (within 2 days if disciplinary suspension or a Grievance involving Player safety and health) between representatives of the LRD and representatives of the

Association in an attempt to settle it. If both Parties agree, the Player and Club principals will also participate in the Step 2 meeting. The Parties will attempt to exchange documents in advance of the Step 2 meeting but the meeting shall occur within 35 days even if documents have not been exchanged by that date. Within 10 days following such meeting (within 2 days if disciplinary suspension or a Grievance involving Player safety and health), the designated representative of the LRD shall advise the Grievant in writing of his decision and shall furnish a copy to the Association. If the decision of the LRD representative is not appealed further within 15 days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

**Arbitration.** Within 15 days following receipt of the Step 2 decision, the Grievant or the Association may appeal the Grievance in writing to the Panel Chair for impartial arbitration. The Panel Chair shall set a time, date and place for hearing the appeal. The Panel Chair shall attempt to open the hearing within one-year from the filing of the Grievance (within 5 days of receipt of the notice of appeal if a disciplinary suspension or a Grievance involving Player safety and health). If the Panel Chair cannot do so given previously scheduled hearings, the Panel Chair shall direct that the Grievance be assigned to an Alternate Panel Chair, unless one of the Parties objects. In response to an objection, the Panel Chair shall select Grievance(s) to be assigned to particular Alternate Panel Chair(s) so that hearings for all Grievances will open within one year of filing. A case heard by an Alternate Panel Chair shall be conducted by a tripartite panel if either Party elects in advance of the opening of the hearing.

All hearings shall be conducted in accordance with the Rules of Procedure attached hereto as Appendix B. The Arbitration Panel shall render a written decision as soon as practicable following the conclusion of such hearing (within 5 days if disciplinary suspension or a Grievance involving Player safety and health), and may affirm, modify or reverse the decision from which the appeal is taken. The decision of the Arbitration Panel shall constitute full, final and complete disposition of the Grievance appealed to it. A decision of an Alternate Panel Chair shall not constitute precedent of the Arbitration Panel, but shall have the same precedential effect as an arbitration decision rendered outside of this collective bargaining relationship.

With regard to the arbitration of Grievances, the Arbitration Panel shall have jurisdiction and authority only to determine the existence of or compliance with, or to interpret or apply agreements or provisions of agreements between the Association and the Clubs or any of them, or between individual Players and Clubs. The Arbitration Panel shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of such agreements. All costs of arbitration, including the fees and expenses of the impartial arbitrator, shall be borne equally by the Parties, provided that each of the Parties shall bear the cost of its own party arbitrator, witnesses, counsel and the like.

### **C. Special Procedure with Regard to Certain Disciplinary Action**

Except as set forth in Article XII(E)(3)(c), complaints involving a fine or suspension imposed upon a Player by the Chief Baseball Officer or the Commissioner for conduct on the playing field or in the ballpark shall be subject exclusively to this Section C as follows:

#### *(1) Fines Exceeding \$1,000 and Suspensions*

(a) The Office of the Commissioner will provide the Players Association with any applicable Umpire's Incident Report contemporaneously with the Notice of Discipline. Except as set forth in Section C(2) below (with respect to fines of \$1,000 or less and no suspension), any Player who believes that he has a justifiable complaint regarding such discipline may, within 7 days of his receipt of written notification of the discipline, appeal in writing to the Special Assistant to the Commissioner, if the discipline was imposed by the Chief Baseball Officer, or to the Commissioner, if the discipline was imposed by him, for a hearing.

(b) Upon receipt of the notice of appeal, the Special Assistant to the Commissioner or the Commissioner, as the case may be, shall designate a time and place for hearing the appeal, which hearing shall be commenced within 10 days from the date of receipt of the appeal. Unless the appeal involves an incident in which three or more players were suspended, all appeal hearings shall be held by videoconference, except that the Player may elect an in-person hearing in the following circumstances: (i) the Player is available for a hearing in New York during the 10-day period; or (ii) the Player is suspended in excess of five games

(for a starting pitcher) or in excess of three games (for a position player or relief pitcher), in which case an in-person hearing shall be scheduled at a mutually agreeable location within the 10-day period.

(c) **Discipline for Post-season Conduct.** Notwithstanding paragraph (b) above, a hearing involving a suspension for conduct on the playing field or in the ballpark during the post-season shall be heard within forty-eight (48) hours of the receipt of the appeal. The Chief Baseball Officer, or the Commissioner, as the case may be, shall determine the timing of the suspension, subject to the Player's right to appeal and without prejudice to the Players Association's position regarding past practice of the timing of such suspensions.

(d) Hearings shall be conducted in accordance with the Rules of Procedure attached hereto as Appendix B. The Special Assistant to the Commissioner, or the Commissioner, as the case may be, shall render a written decision as soon as practicable following the conclusion of such hearing, and may affirm, modify, or revoke the disciplinary action originally imposed. The decision by the Special Assistant to the Commissioner, or the Commissioner, as the case may be, shall constitute full, final and complete disposition of the complaint and shall have the same effect as a Grievance decision of the Arbitration Panel.

(2) *Fines of \$1,000 or Less and No Suspension.* If the discipline involves a fine in the amount of \$1,000 or less and no suspension, a Player may, within 7 days of his receipt of written notification of the discipline, appeal his discipline in writing to the Chief Baseball Officer. Such appeals shall be conducted through an informal telephone conference at a mutually agreeable time and date.

(3) Notwithstanding the provisions of Section C(1) above, if any such discipline imposed upon a Player by the Chief Baseball Officer involves a fine in an amount which exceeds \$15,000 or a suspension exceeding 10 games, any complaint relating thereto shall be appealable, from the decision of the Special Assistant to the Commissioner to the Commissioner for determination in the same manner and with the same effect as provided in paragraph 1(b) of Section A hereof.

(4) All settlements of discipline issued to a Player for conduct on the playing field or in the ballpark shall be non-precedential; provided, however, that the Office of the Commissioner may consider a Player's prior discipline for on-field conduct when determining the appropriate level of discipline for another infraction, irrespective of whether the prior discipline was subject to a settlement agreement.

#### **D. Grievances Initiated or Appealed by a Club**

**Step 1.** Any Club which believes it has a justifiable Grievance shall present a written notice of the Grievance to the Player with a copy to the Association; provided, however, that for a Grievance to be considered beyond Step 1, such written notice shall be presented within (a) 45 days from the date of the occurrence upon which the Grievance is based, or (b) 45 days from the date on which the facts of the matter became known or reasonably should have become known to the Club, whichever is later. Within 10 days following receipt of such written notice, the Player shall advise the Club in writing of his decision and shall furnish a copy to the LRD. If the decision of the Player is not appealed further within 15 days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

**Step 2.** A Grievance, to be considered in Step 2, shall be appealed in writing by the Club or the LRD to the Association within 15 days following receipt of the Player's written decision. Grievances which involve (a) more than one Club, (b) more than one Player, or (c) a Player who is not under contract to a Club which is party to the Grievance, may be filed initially in Step 2, provided that written notice of the Grievance shall be presented to the Association within (a) 30 days from the date of the occurrence upon which the Grievance is based, or (b) 30 days from the date on which the facts of the matter became known or reasonably should have become known to the Club, whichever is later. A Grievance appealed to or filed at Step 2 shall be discussed within 35 days thereafter between representatives of the LRD and representatives of the Association in an attempt to settle it. If both Parties agree, the Player and Club principals will also participate in the Step 2 meeting. The Parties will attempt to exchange documents in advance of the Step 2 meeting, but the meeting shall occur within 35

days even if documents have not been exchanged by that date. Within 10 days following such meeting, the Association shall advise the LRD in writing of its decision. If the decision of the Association is not appealed further within 15 days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

**Arbitration.** Within 15 days following receipt of the Step 2 decision of the Association, the LRD may appeal the Grievance in writing to the Panel Chair for impartial arbitration. The procedures to be followed in arbitration and the jurisdiction of the Arbitration Panel shall be as set forth in Section B above.

Nothing contained in this Section D shall be deemed to limit or impair the right of any Club to impose discipline upon a Player or Players or to take any other action not inconsistent with the Uniform Player's Contract or any agreement with the Association to which the Club is a Party. Any complaint or dispute which may be a subject for discipline shall not constitute a proper basis for a Club Grievance under this Section D.

#### **E. Grievances Initiated or Appealed by the Association**

(1) The Association may on its own motion appeal Grievances or complaints on behalf of a Player or Players as provided in this Grievance Procedure, except that the Association will not appeal a Grievance or complaint involving player discipline without the approval of the Player or Players concerned.

(2) The Association may on its own motion initiate Grievances or complaints on behalf of a Player or Players on all matters not involving player discipline. Nothing herein shall interfere with the right of a Player who initiates a disciplinary Grievance or complaint to be represented by the Association at any Step of the Grievance Procedure.

#### **F. Miscellaneous**

(1) Each of the time limits set forth herein may be extended by mutual agreement of the parties involved.

(2) If any Grievance is not processed in accordance with the prescribed time limits in any Step, unless an extension of time has been



mutually agreed upon, either party, after notifying the other party of its intent in writing, may appeal to the next Step.

(3) Any decision which is appealable under this Grievance Procedure but which is not appealed within the time allowed or within any time mutually agreed upon by the Parties shall constitute a full, final and complete disposition of the Grievance involved.

(4) In any discussion or hearing provided for in the Grievance Procedure, a Player may be accompanied by a representative of the Association who may participate in such discussion or hearing and represent the Player. In any such discussion or hearing, any other party may be accompanied by a representative who may participate in such discussion or hearing and represent such party.

## **G. Survival Following Termination of Basic Agreement**

Unless eliminated or modified following an impasse in bargaining, Article XI shall remain in full force and effect after termination of this Agreement; provided, however, that disputes arising after the termination of this Agreement related to the legality or validity of unilateral changes of terms and conditions of employment following an impasse in bargaining and any other self-help conduct of the Parties, including but not limited to, unilateral changes in nonmandatory subjects of bargaining, shall not be subject to Article XI.

## **ARTICLE XII—Discipline**

### **A. Just Cause**

The Parties recognize that a Player may be subjected to disciplinary action for just cause by his Club, the Chief Baseball Officer or the Commissioner. Therefore, in Grievances regarding discipline, the issue to be resolved shall be whether there has been just cause for the penalty imposed.

If discipline imposed upon a Player is determined to be improper by reason of a final decision under this Grievance Procedure, the Player shall promptly be made whole.

The term “make whole” means:

(1) if a fine is found to have been imposed improperly, the fine will be promptly repaid;

(2) any salary loss as a result of an improper suspension will be promptly paid;

(3) in the application of items (1) and (2) above, interest will also be paid at the rate per annum set forth in Article XV(K) below; and

(4) crediting the Player with performance statistics for the purpose of determining whether a performance level contained in any special covenant to his Uniform Player's Contract has been met. Such credit shall be determined by multiplying the Player's relevant average per game statistic while he was on a Club's Active List for the current championship season by the number of games for which the Arbitration Panel determines the Player was improperly suspended and adding that product to the Player's year-end total. Such credit shall not be awarded to a Player for such time that his suspension covers time the Player is on the Disabled List.

## **B. Conduct Detrimental or Prejudicial to Baseball**

Players may be disciplined for just cause for conduct that is materially detrimental or materially prejudicial to the best interests of Baseball including, but not limited to, engaging in conduct in violation of federal, state or local law. The Commissioner and a Club shall not discipline a Player for the same act or conduct under this provision. In cases of this type, a Club may only discipline a Player, or take other adverse action against him, when the Commissioner defers the disciplinary decision to the Club.

## **C. Notice**

Written notice of discipline of a Player (a fine, or suspension, or both) imposed by the Commissioner of Baseball, the Chief Baseball Officer, or a Club (except for actions arising from participation in the Winter Leagues) and the reason therefore shall in every case be given to the Player and the Association.

With respect to discipline imposed upon a Player by the Chief Baseball Officer or the Commissioner, the Commissioner shall immediately give to the Association notice by e-mail of fines, suspensions and appeals for hearings.

#### **D. Investigations and Discovery**

Upon receiving notice from the Office of the Commissioner that it is conducting an investigation of a Player (or Players) that may result in discipline, the Player and the Association shall provide reasonable cooperation with the investigation, including but not limited to producing documents and information. However, the Player and the Association reserve all of their rights to assert that any investigatory request from the Office of the Commissioner does not require cooperation because the request is unreasonable, irrelevant, overbroad, or ambiguous, or the requested information is covered by a recognized privilege. Disputes regarding whether a Player or the Association has provided reasonable cooperation in a particular context shall be resolved by the Arbitration Panel on an expedited basis.

The Office of the Commissioner may conduct investigatory interviews of Players. Except where circumstances require expeditious handling, the Player and the Association shall receive reasonable advance notice of any investigatory interview with a Player. Where circumstances requiring expeditious handling are present, the Player and the Association shall receive as much advance notice as is possible, but in no event shall the Association receive less notice than the Player. All parties recognize the right of the Player to be represented at such interview by the Association and counsel of his choice.

At the conclusion of the Office of the Commissioner's investigation, but prior to the imposition of any discipline, the Parties shall conduct a pre-discipline conference. The Parties' discussion at this conference shall be considered confidential and inadmissible in any Grievance challenging the discipline that may be imposed on the Player. At or before this pre-discipline conference, the Office of the Commissioner shall describe the results of its investigation and the evidence supporting discipline.

A Player who is disciplined shall have the right to discover, in timely fashion, all documents and evidence adduced during any investigation of the charges involved, including but not limited to any documents or evidence in the possession of the Office of the Commissioner that tend to negate a Player's guilt, to mitigate punishment, or to impeach any witness who will appear at any hearing challenging discipline.

Notwithstanding the foregoing, this Section D is not intended to supersede or alter in any way the Parties' respective rights and positions

with respect to the meaning and application of Article XII(A) and (B) or Panel Decision No. 41 (*Ferguson Jenkins*).

## **E. Compliance**

(1) Nothing contained in the Grievance Procedure shall excuse a Player from prompt compliance with any discipline imposed upon him.

(2) Club Fines. A fine imposed by a Club pursuant to Regulation 5 of the Uniform Player's Contract in excess of \$10,000 may not be deducted from the Player's salary until such fine is finally upheld in the Grievance Procedure or the time in which to file a Grievance has expired.

(3) Discipline Imposed by the Chief Baseball Officer or Commissioner.

(a) A fine imposed by the Chief Baseball Officer or the Commissioner in excess of \$10,000 may not be deducted from the Player's salary until such fine is finally upheld in the Grievance Procedure or the time in which to file a Grievance has expired.

(b) The Player's employing Club is authorized, at the request of the Chief Baseball Officer, or the Commissioner in the case of a fine imposed by the Commissioner, to deduct the amount of the fine from the Player's salary and transmit such sum to the Commissioner once the fine may be deducted from the Player's salary.

(c) The Chief Baseball Officer may choose to suspend a Player without pay for: (i) intentionally throwing a baseball, equipment or other object at a non-uniformed personnel with the intent of causing bodily harm; (ii) physically assaulting a fan or member of the media; (iii) physically assaulting an umpire in a manner that endangers his health or safety; and (iv) making public statements that question the integrity of the game, the umpires, the Commissioner and/or other Commissioner's Office personnel. Suspensions without pay for such conduct shall be appealable through the procedures of Article XI(B) in an expedited manner, and the suspensions shall be stayed pending the completion of those procedures.

## **F. Major League Rules 15 and 16**

The following time limit provisions set forth in Major League Rules 15 and 16 shall be inapplicable in disciplinary matters:

(1) the prohibition in Rule 16(a) against reinstatement of a Player on the Restricted, Disqualified and Ineligible Lists in the period August 1 to October 31, inclusive;

(2) the prohibition in Rules 15(c)(1) and 16(c) against application for reinstatement from the Ineligible List until after the lapse of one year from the date of placement on such list; and

(3) the requirement of Rule 16(a) that the Player's Club shall be entitled to 30 days' written notice prior to his reinstatement from the Disqualified or Ineligible Lists, if application for such reinstatement is filed after February 1 of any year.

## **ARTICLE XIII—Safety and Health**

### **A. Safety and Health Advisory Committee**

#### *(1) Safety and Health Advisory Committee*

The Parties shall establish and maintain a bipartisan Safety and Health Advisory Committee which shall be comprised of an equal number of members representing the Association and representing the Clubs. The purpose of the Committee shall be

(a) to deal with emergency safety and health problems as they arise, and attempt to find solutions, and

(b) to engage in review of, planning for and maintenance of safe and healthful working conditions for Players.

#### *(2) Committee Meetings*

A meeting of the Safety and Health Advisory Committee may be called by any member thereof who believes that an emergency safety and health problem exists and requires immediate attention, and a meeting shall be held as soon as practicable thereafter. In addition, the Committee shall hold at least one regular meeting annually for purposes of review and planning.

(3) *Power and Authority of Committee*

The Safety and Health Advisory Committee shall make recommendations to the Parties as to the solution of problems and the establishment of policies. The Committee shall use its best efforts to persuade the Parties to adopt the Committee's recommendations. The Committee, however, shall only have advisory authority and it shall not have the power to impose its views or recommendations upon the Parties.

(4) *Other Rights and Remedies*

The Players Association may file and pursue through arbitration a grievance concerning safety and health. The Parties will attempt to avoid grievances on this subject by making every reasonable effort to utilize the Safety and Health Advisory Committee. However, it is not a necessary prerequisite to utilization of the Grievance Procedure that the Safety and Health Advisory Committee procedures be instituted or exhausted. Nothing herein shall diminish or interfere with any other rights and remedies the Players or the Association may pursue under the Grievance Procedure of this Agreement or under the procedures established pursuant to the Occupational Safety and Health Act.

**B. Safety Complaints—Responsibility of the Commissioner**

Notwithstanding the provisions of Section A, when a safety complaint is made by the Association to the Office of the Commissioner, the Commissioner shall promptly designate a representative to investigate and to attempt to resolve the problem. The Commissioner shall promptly notify the Association of the results of the investigation and of all attempts to resolve the problem.

**C. Disabled List**

Application by a Club to the Commissioner to place a Player on the Disabled List shall be accompanied by a Standard Form of Diagnosis (see Attachment 5), a copy of which shall be provided to the Player and the Association. The Standard Form of Diagnosis shall be completed by the Club Physician and shall include, as a separate item, an estimated time period for recovery. The Club Physician will also complete

and submit the Standard Form of Diagnosis for recertification of a Player on the Disabled List at the date when he first becomes eligible for reinstatement to active status and then every ten days following the date upon which the Player first became eligible for reinstatement (except for Players placed on the 60-day Disabled List). In addition to the Standard Form of Diagnosis, the Office of the Commissioner may request that a Club provide additional information in support of a Disabled List placement before the application is approved by the Commissioner. The Club shall provide a copy of such additional information to the Association.

A Club requesting the placement of a Player on the Disabled List for a concussion shall submit, in lieu of a Standard Form of Diagnosis, a Concussion-Specific Diagnostic Form (see Attachment 36), a copy of which shall be provided to the Player and the Association. The Concussion-Specific Diagnostic Form shall be completed by the Club Physician and Certified Athletic Trainer and shall include the specified supporting documentation. The Club Physician also must complete and submit the Concussion-Specific Diagnostic Form for recertification of a Player on the Disabled List for a concussion at the date when he first becomes eligible for reinstatement to active status and then every ten days following the date upon which the Player first became eligible for reinstatement (except for Players placed on the 60-day Disabled List for a concussion). Prior to the time that a Player on the Disabled List for a concussion is permitted to play in any game, the Club must submit a Return to Play form and supporting information to the Medical Director of the Office of the Commissioner (see Attachment 36), a copy of which shall be provided to the Player and the Association. The Player's return must be approved prior to the time that he will be removed from the Disabled List. See Attachment 36.

#### **D. Second Medical Opinion**

Within 20 days following the execution of this Agreement, the Clubs shall provide an updated, accepted listing of medical specialists, by specialty and by geographic region, to whom Players may upon their request go for diagnosis and a second medical evaluation of an employment-related illness or injury being treated by the Club Physician. At least two board-certified physicians shall be designated for each specialty in each of the geographic regions, and all the physicians

on the list shall be board-certified in an appropriate medical specialty. The Commissioner's Medical Advisory Committee, in consultation with a medical professional designated by the Association, shall review and update the list of specialists on an annual basis. The Association shall have 30 days from the date of receiving an updated list within which to recommend additions to or deletions from the list.

Prior to undergoing a "second evaluation," a Player shall inform the Club in writing of his decision to seek a second medical opinion, and the name of the physician who will be performing the diagnosis and medical evaluation. A Player may seek a "second evaluation" from a medical specialist on the accepted listing who is located outside of the geographic region within which the Player's Club is located, provided that the Player is not absent from the Club for an unreasonable period of time.

If a Player uses the services of a medical specialist who is on the accepted listing, the Club shall pay the cost of the "second evaluation," including transportation and hotel costs.

Expenses for "second evaluations" by medical specialists who are not on the accepted listing shall be authorized and paid only by prior written agreement between the Player and the Club.

See Attachment 35.

#### **E. Certified Athletic Trainers**

Each Club shall employ two Certified Athletic Trainers on a full-time basis. Both trainers will travel with the Club on the road; provided, that one trainer may remain in the Club's home city if necessary for the Club to fulfill its obligations to disabled players who do not travel with the Club.

Individuals newly appointed as trainers shall be certified by the National Athletic Trainers Association (NATA) or the Canadian Athletic Therapists Association (CATA), or shall be physical therapists licensed by an appropriate state authority.

#### **F. Locker Room Equipment**

Each visiting locker room shall be equipped with the following equipment, all in good working order, and of a size and capacity adequate for the treatment of professional baseball players: whirlpool, hydroculator, ultrasound machine and examining table.



## **G. Disclosure of Medical or Health Information**

(1) Each year upon reporting to Spring Training, or upon signing a Major League Uniform Player's Contract ("UPC") for that season, whichever is earlier, each Player must, consistent with Paragraph 6(b)(1) of the UPC, execute the Authorization for the Use and/or Disclosure of Major League Player Health Information ("Authorization") attached as Attachment 18 hereto.

### *(2) Notice of and Authorization for Medical Care*

#### *(a) Work-Related*

A Player shall provide his Club with reasonable advance notice of any treatment conducted by a health care provider in connection with a disability directly resulting from an injury sustained in the course and within the scope of his employment (including an elective procedure) (collectively referred to as a "Work-Related Injury"), unless such health care provider is affiliated with the Club. Any treatment a Player receives for a Work-Related Injury by a health care provider who is not affiliated with the Club must be authorized by the Club in advance of the treatment in accordance with Regulation 2 of the UPC. If such treatment involves a surgery or invasive procedure, such authorization must be in writing.

A Player is not required to provide his Club with notice of a consultation or evaluation of a Work-Related Injury by a health care provider who is not affiliated with the Club provided that the Player: (i) receives no treatment in connection with the consultation or evaluation; (ii) does not submit to an invasive test or procedure; and (iii) is not invoking his right to a Second Medical Opinion under Section D of this Article. In addition, if such an evaluation or consultation was not authorized by the Club, the Club will not be responsible under Regulation 2 of the UPC for any expenses incurred by the Player in connection with it.

#### *(b) Non-Work-Related*

A Player is not required to provide a Club with reasonable advance notice of a treatment for a disability, injury or condition (including an elective procedure) that is not work-related (collectively referred to as a "Non-Work-Related Injury") unless the

nature of the Non-Work-Related Injury may affect the Player's ability to provide services as required by the UPC, in which case the Player must provide the Club with advance notice of any treatment. In addition, a Player will be excused from any notice requirement if the treatment is in response to a medical emergency, and there is insufficient time to contact the Club.

A Club will not be responsible under Regulation 2 of the UPC for any expenses incurred by the Player for the treatment of a Non-Work-Related Injury.

(3) Any Club Physician or Certified Athletic Trainer treating a Player pursuant to Regulation 2 of his UPC and any other physician or medical professional treating or consulting with a Player pursuant to Regulation 2 of the UPC or Article XIII(D) is authorized to disclose all relevant medical or health information concerning the Player to (a) the Club by which the Player is employed, including the Club officials set out in the Authorization, (b) any entity from which such Club seeks to procure, or has procured, an insurance policy covering such Player's life or any disability, injury, illness, or condition, such Player may suffer or sustain, (c) subject to Paragraph 6(b)(2) of the UPC, physicians and officials of a Club contemplating the assignment of the Player's UPC, and (d) subject to the terms of paragraph (5) below, the Office of the Commissioner.

(4) For public relations purposes, a Club may disclose the following general information about employment-related injuries: (a) the nature of a Player's injury, (b) the prognosis and the anticipated length of recovery from the injury, and (c) the treatment and surgical procedures undertaken or anticipated in regard to the injury. For any other medical condition that prevents a Player from rendering services to his Club, a Club may disclose only the fact that a medical condition is preventing the Player from rendering services to the Club and the anticipated length of the Player's absence from the Club. A Club Physician or Certified Athletic Trainer treating a Player pursuant to Regulation 2 of his UPC and any other physician or medical professional treating or consulting with a Player pursuant to Regulation 2 or Article XIII(D) shall be prohibited from making any public disclosure of a Player's medical information absent a separate, specific written authorization from the Player authorizing such public disclosure.

(5) A Club (and any physician, certified athletic trainer or other medical professional treating, or consulting with, a Player pursuant to Regulation 2 of his UPC or Article XIII(D)) shall provide medical or health information covered by the Authorization to the Office of the Commissioner and to the Association as required by Article XIII(C), Attachment 5 and Major League Rule 2(g) and, upon written request, when a Player's medical and/or health condition is at issue in a grievance or a potential grievance. The medical or health information also shall be provided to the Office of the Commissioner (with a copy to the Association) when such records are relevant to an investigation of whether the Player violated the Basic Agreement, his UPC or Major League Baseball's Joint Drug Prevention and Treatment Program, provided that the Office of the Commissioner first provides the Association with notice of its intent to request such records and an opportunity to object. In the event the Association objects to such a request by the Office of the Commissioner (which objection must be made within three business days after notice is provided), any dispute arising from such objection shall be resolved by the Arbitration Panel within seven days of the Association's objection. In any such arbitration, the Commissioner's Office shall be required to show that its request is reasonably related to the matter under investigation.

(6) If a Player on a visiting Club receives medical treatment from the home Club's Physician, Certified Athletic Trainer or other medical professional for a Work-Related Injury, a copy of any written medical evaluation prepared by the home Club's medical professional shall be provided to the Player and his Club's physician.

(7) The following procedures shall govern the dissemination of medical records of a free agent Player:

(a) At the conclusion of the Player's season (including any applicable post-season), a Player who will become a free agent pursuant to Article XX(B) of the Basic Agreement may request that his former Club provide him with a disk containing a copy of his medical records. A Club shall provide such records within 10 days of such request. When a free agent provides a Club with medical records, he must represent on a form provided by the Commissioner's Office that he is providing a complete copy of the records that were provided to him by the Club.

(b) Any Player who is a free agent by operation of the Basic Agreement will receive from the Office of the Commissioner, upon request of the Association, log-in instructions that will permit him to access his medical records electronically. The Office of the Commissioner will send the log-in instructions within 10 days of being provided written notice by the Association of the names and addresses of the Players who desire such instructions. A Player may provide to prospective Clubs (or to other individuals) electronic access to his medical records, and such access shall remain active for 180 days.

(c) The procedures set forth in (a) and (b) above are the exclusive procedures for the dissemination of medical records by the Office of the Commissioner and Clubs to free agent Players.

## **H. Location of Rehabilitation Facilities**

### *(1) Rehabilitation During the Championship Season*

A Club may direct a Player to perform prescribed rehabilitation work for an injury during the championship season at a rehabilitation facility at one of the following four sites: (a) in the Club's home city; (b) on the road with the Club; (c) at the Club's Spring Training facility; or (d) at a rehabilitation facility specializing in the treatment of the Player's injury; provided, however, that a Club may not direct that a Player perform prescribed rehabilitation work for an injury at its Spring Training facility or a facility specializing in treatment of the Player's injury located outside of the Club's home city for a period of more than 20 days without the Player's written consent. If a Club directs a Player to a facility specializing in treatment of the Player's injury, the facility must offer equivalent services, facilities and personnel (including bilingual personnel if applicable) to the Club's Spring Training facility. The Club also will give preference to a facility located near the Player's off-season residence (if applicable).

### *(2) Rehabilitation During the Off-Season*

A Club may only direct a Player to perform prescribed rehabilitation work during the off-season at a rehabilitation facility in the metropolitan area of the Player's off-season residence.

(3) *Rehabilitation During Spring Training*

A Club may only direct a Player to perform prescribed rehabilitation work during Spring Training at a rehabilitation facility at one of the following three sites: (a) the Club's Spring Training facility; (b) in the Club's home city; or (c) at a rehabilitation facility specializing in the treatment of the Player's injury; provided, however, that a Club may not direct that a Player perform prescribed rehabilitation work at a facility specializing in treatment of the Player's injury located outside of the Club's Spring Training city or home city for a period of more than 20 days without the Player's written consent, and such facility must meet the criteria specified in subsection H(1) above.

(4) Regardless of the site of the rehabilitation facility, each Club shall provide first-class rehabilitation facilities and care to all disabled Players.

**I. Medical History Questionnaire**

Each Club shall utilize the Medical History Questionnaire developed by the Club physicians in connection with the Club's initial physical examination of the Player. The current Medical History Questionnaire is attached hereto as Attachment 6.

**J. Sports Psychologists**

Each Club shall provide Players with access, on a voluntary basis, to confidential sports psychology resources in a private space. Clubs that employ or provide Player access to a sports psychologist or psychologist under the Club's Employee Assistance Program shall be deemed to have satisfied this requirement.

**K. Strength and Conditioning Advisory Committee**

(1) *Strength and Conditioning Advisory Committee*

The Parties shall maintain a joint Strength and Conditioning Advisory Committee ("SCAC") which shall consist of an equal number of members representing the Clubs and the Association. The purposes of the SCAC shall be:

(a) to establish and maintain minimum credentials and professional qualifications for strength and conditioning coaches employed by Major League Clubs;

(b) to advise Clubs and Players on the existing regulations of the Commissioner's Office related to strength and conditioning;

(c) to maintain standards applicable to all Clubs concerning the availability of food products for Players in Major League clubhouses;

(d) to develop Club-specific plans and/or league-wide minimum requirements to make available to Players the NSF Certified for Sport supplements they desire during the championship season, off-season and Spring Training, pursuant to Section K(3) below;

(e) to develop improved standards for home and visiting weight rooms pursuant to Section K(4) below;

(f) to advise the Parties on the content of educational programs and materials involving proper nutrition, nutritional supplements, training and conditioning; and

(g) to address other matters relating to the strength and conditioning of Players.

## (2) *Committee Meetings*

A meeting of the SCAC may be called by any member who believes that there is an immediate need to address a matter set forth in Section K(1) above. In addition, the SCAC shall have at least two (2) regular meetings during each calendar year.

## (3) *Nutritional Supplements*

Each Club shall be required to provide certain categories of NSF Certified for Sport nutritional supplements to all 25-man roster Players during the championship season (including while on the road), all 40-man roster Players during the off-season and Spring Training, its AAA affiliates during the championship season, and to any Player who becomes a free agent under Article XIX or Article XX (limit one off-season if the free agent does not sign a Major League contract), as determined by the SCAC.

(4) *Weight Rooms*

The SCAC will develop improved standards for home and visiting weight rooms. These weight room standards will include minimum requirements for the following criteria: square footage, climate control, equipment, equipment maintenance/replacement and any other criteria established by the SCAC. In Major League ballparks where it is not practicable to meet the weight room standards developed by the SCAC, off-site accommodations or other areas (including providing visiting Clubs with access to the home weight room) will be identified and established. The SCAC will also establish an audit process to identify Clubs that fail to satisfy the standards established under this provision.

(5) *Off-Season Strength and Conditioning Programs*

Clubs may not require or request that a Player pay for all or part of an off-season strength and conditioning or training program that is mandated or recommended by the Club.

**ARTICLE XIV—Spring Training Conditions**

**A. Reporting**

No Player shall be required to report for Spring Training workouts more than thirty-three (33) days prior to the start of the championship season, provided that:

- (1) injured Players, pitchers and catchers may be invited to attend Spring Training workouts no earlier than forty-three (43) days prior to the start of the championship season; and
- (2) all other Players may be invited to attend Spring Training workouts no earlier than thirty-eight (38) days prior to the start of the championship season.

**B. Living Away from Club Headquarters**

Any Major League Player may live away from the Club's Spring Training headquarters, unless the Club can demonstrate good cause for not permitting him to do so.

### **C. Meetings with Players**

The Association shall have the right to hold one team meeting during the Players' normal working hours, with the Players on each Club in the Club's Spring Training clubhouse, provided the Association gives the Club involved as much advance notice as possible, but in no event less than 10 days; such meeting to be approximately 60 minutes but not more than 90 minutes in duration starting with the normal reporting time of Players on each Club, but not earlier than 8:00 A.M. No "B" games shall be scheduled to conflict with such meetings.

### **D. Extended Spring Training**

A Player on a Club's Active List may consent to stay in extended Spring Training until he is directed to report to the Major League Club. Such Player shall receive first-class jet air and hotel accommodations in accordance with Article VII(A)(1) and the applicable in-season tip allowance under Article VII(B)(1), regardless of whether the Player's Club is at home or traveling on the road.

## **ARTICLE XV—Miscellaneous**

### **A. No Discrimination**

The Clubs will not interfere with, restrain or coerce Players because of membership in or lawful activity on behalf of the Association, nor will they discriminate because of Association activity in regard to hire, tenure, or employment, or any term or condition of employment.

The provisions of this Agreement shall be applied to all Players covered by this Agreement without regard to race, color, religion, national origin, sexual orientation, or any other classification protected under Federal Law.

### **B. Parking Facilities**

Each Club shall provide or arrange for appropriate automobile parking spaces for Players and, to the extent practicable, van and small truck parking spaces for Players, at its home ballpark on game or practice days, without cost to the Players.



### **C. Winter League Play**

No Major League Player shall be required to play in the Winter Leagues, provided that this provision shall not bar a Club from recommending the advisability of such activity to any Player.

### **D. [Reserved]**

### **E. Active Player Limit**

(1) Except as set forth in Major League Rule 2(c), the active Player limit for the period beginning with Opening Day of the championship season and ending at Midnight, August 31, shall be 25, provided that the minimum number of active Players maintained by each Club throughout the championship season shall be 24. However, if a reduction below 24 occurs as a result of unforeseen circumstances, the Club shall, within 48 hours (plus time necessary for the Player to report), bring its active roster back to a minimum of 24 Players. The utilization or non-utilization of rights under this paragraph (1) is an individual matter to be determined solely by each Club for its own benefit. Clubs shall not act in concert with other Clubs.

(2) The active Player limit set forth in Major League Rule 2(c) for the period beginning with September 1 and ending with the close of the championship season shall be 40 for the duration of this Agreement.

#### *(3) Prohibition on Taxi Squads*

(a) A Player who is directed to report to the Major League Club during the championship season in connection with his potential selection or recall to the Major League Active Roster must report to the Club upon his arrival in the Club's city (or the city of the Club's opponent); provided, however, that a Player may be directed by a Club to report on the day following his day of arrival if: (i) the Player arrives in the Club's city (or the city of the Club's opponent) after the time by which the Club's Players are required to arrive for a workout or pre-game activities; or (ii) there is no game or workout scheduled for the day the Player arrives. For purposes of this subparagraph, all Players will be deemed to have reported to the Club no later than the day after

the Player arrives in the Club's city (or the city of the Club's opponent).

(b) A Player who reports to the Major League Club during the championship season in connection with his potential selection or recall to the Major League Active Roster cannot remain with the Major League Club unless he is added to the Major League Active Roster by the earlier of 8:00 P.M. Eastern Time, or three hours prior to the Club's scheduled game, on the day after the Player reports. If a Player directed to report is not added to the Major League Active Roster within the time limit set forth in this paragraph, the Player may not remain with the Major League Club (including remaining in the Major League Club's city at the request of the Club). When a Club directs a Player to report to the Major Leagues and then returns the Player to the Minor League club without selecting or adding him to the Active Roster, the return must be justified based on a change in the circumstances that led the Club to anticipate the Player's selection or recall.

(c) During the period between reporting to the Club and being added to the Active Roster, a Player may participate in one workout and/or orientation without receiving Major League salary or service, but may not be in uniform for a game or otherwise occupy the bullpen, dugout, or field after the official end of his Club's batting practice.

(d) A Player shall receive the applicable in-season meal and tip allowance under Article VII(B), regardless of whether the Club is at home or on the road, for the day he reports to the Club pursuant to subparagraph 3(a) above. For Players who are added to the Active Roster, the in-season supplemental allowances provided for by Article VII(E) (to the extent applicable) shall commence on the day that they are added to the Active Roster. A Player who is returned to the Minor Leagues on the day after reporting (pursuant to subparagraph 3(b) above) shall be entitled to the Article VII(B)(1) allowance on the day of his return only if he joins his Minor League club after the start of the Minor League club's game (or he arrives after 6:00 P.M. if no Minor League game is scheduled).

(e) A Player assigned from a Major League Club to a Minor League club may not remain with the Major League Club for

more than 24 hours. Nothing contained in this paragraph is intended to affect the 72-hour reporting requirement contained in Regulation 7 of the UPC.

(f) Players who are not on the Club's Opening Day Major League Active Roster on the day that the championship season commences for any Club may not remain with the Major League Club after the time by which Opening Day rosters must be fixed.

## **F. Spanish Translations and ESL Courses**

(1) *Spanish Translation of Notices.* This Agreement and the following notices and/or forms listed below shall be translated and printed in Spanish and shall be made available to all Spanish-speaking Players.

- (a) Article XIX(A)(3) Advance Consent;
- (b) Article XIX(A)(3) Advance Consent (Free Agent Election Option);
- (c) Consent to Rehabilitation Assignment;
- (d) Consent to Transfer of Rehabilitation;
- (e) Acknowledgment of Rehabilitation Directive at Club's Spring Training Facility;
- (f) Consent to Continue Rehabilitation at Club's Spring Training Facility Beyond 20 Days;
- (g) Notice of Contemplated Outright Assignment (To Players with Three or More Years of Major League Service or a Prior Outright Assignment);
- (h) Notice of Contemplated Outright Assignment (To Players with "Super Two" Status);
- (i) Notice of Contemplated Outright Assignment (To Players with Five or More Years of Major League Service);
- (j) Notice of Contemplated Outright Assignment Under Article XIX(C)(2)(a) (To Injured "Super Two" Players);
- (k) Notice of Contemplated Optional Assignment (To Players with Five or More Years of Major League Service);

(l) Notice of Unconditional Release Waivers for Purpose of Unconditional Release;

(m) Notice of Unconditional Release and Termination of Major League Contract; and

(n) Notice of Disposition.

The costs for the translation and printing shall be borne equally by the Association and the Clubs. In the event of any dispute involving the interpretation of, or compliance with, the provisions of this Agreement or these notices, the English version shall govern.

In addition, each Club shall request that its Players specify whether they prefer to receive all notices and forms in English or Spanish. At a Player's election, his Club shall be obligated to translate into Spanish any notice or form it provides to him pursuant to the Basic Agreement, Major League Rules, or Uniform Player's Contract, or otherwise; provided, however, that the failure to provide notice in Spanish shall not constitute a default of the Club's obligation to provide such notice if the notice was timely provided in English.

(2) *English Language Acquisition*

(a) ESL Courses.

During each championship season covered by this Agreement, each Club will make available an English-as-a-second-language course, at its expense, provided that at least one Player on that Club requests such a course.

(b) Mobile Application. The Association and the Commissioner's Office shall jointly identify and make available to players an English-language learning mobile application to allow players to pursue additional learning on off-days, or during the off-season, and shall provide a license to use that software to any player who requests one. A player who has one day of Major League service during a season shall be eligible to receive a license for the software for the duration of the season. All expenses related to the application shall be funded jointly through the International Signings Tax Fund described in Attachment 46 of the 2012–16 Basic Agreement ("ITF").

(3) *Bilingual Media Coordinator*

(a) *Translation.* Each Club shall retain a full-time, year-round, Bilingual Media Coordinator (“Coordinator”), who will report directly to the Club’s Public Relations Director and/or General Manager, or to another individual with the permission of the Commissioner’s Office and the Players Association.

(i) *Duties.* The Coordinator will serve a number of functions, as follows:

(A) The Coordinator must be available for all scheduled pre- and post-game media interviews (i.e., reporting no later than 3:00 P.M. for night games and remaining available until post-game interviews are completed).

(B) The Coordinator is expected to be with the Club at all times, including Spring Training workouts and games, home and road games, and during the post-season.

(C) The Coordinator is expected to attend any Club-related events to be covered by local or national media at which Major League Players are present.

(D) The Coordinator shall be available on an as-needed basis to assist Players with questions regarding the logistics of their employment as a Major League Baseball Player (including transportation, lodging, etc., but excluding contract interpretation and contract formation questions, which remain the province of the Players Association and certified Player Agent(s) as described in Article IV of the Basic Agreement).

(b) *Qualifications.* The Coordinator must be fluent in English and Spanish, and have excellent written and oral communication skills in English and Spanish. The Coordinator should have excellent interpersonal skills and the ability to handle confidential matters with sensitivity and discretion. The Coordinator should be familiar and up to date with relevant idioms in both languages. The Coordinator must be able to work long hours, including nights, holidays and weekends, and be able to travel both domestically and internationally. The Coordinator also should have a working knowledge of baseball, media relations, and baseball-related statistics.

(c) *Funding.* In each year of the Basic Agreement, the Parties shall reimburse each Club up to the following amounts to offset expenses incurred in satisfying the foregoing requirements:

- (i) 2017 \$65,000
- (ii) 2018 \$65,000
- (iii) 2019 \$50,000
- (iv) 2020 \$50,000
- (v) 2021 \$50,000

Such reimbursement shall be jointly funded through the ITF. An individual's current or prior title or role with the Club (or with another Club) shall not limit a Club's eligibility for reimbursement hereunder, so long as that individual satisfies the qualifications listed in subsection (b), above, and performs the duties listed in subsection (a) above. The Players Association shall have the right to review each candidate with the Commissioner's Office to confirm compliance with the Basic Agreement and eligibility for the subsidy.

#### **G. Future Expansion**

During the term of this Agreement, the Clubs have the right to expand the number of Major League Clubs by adding up to two (2) new Expansion Clubs. Notice of a decision to expand by two Clubs shall promptly be given to the Association and the Association may reopen this Agreement with reference solely to the effect upon the Players of such expansion, upon the giving of 10 days' written notice.

#### **H. Future Contraction**

The Office of the Commissioner and/or the Clubs shall not undertake any centralized effort to reduce the number of Major League Clubs effective for a season covered by this Agreement; provided, however, that nothing in this Article XV(H) shall preclude the owner or owners of an individual Club from taking action (e.g., bankruptcy) that would result in the elimination of such Club. See Attachment 8.

#### **I. Sale of Club**

In all instances of the sale, trade, exchange or other change or transfer in the ownership of a franchise, all obligations owed to present or for-

mer Players arising under a Uniform Player's Contract shall be the obligation of the new ownership of such franchise.

#### **J. Default Notice**

During the term of this Agreement, the right of a Player to terminate his Uniform Player's Contract pursuant to the provisions of the first sentence of paragraph 7(a) of such Contract shall be limited to defaults or failures to perform which are material in nature; and any notice of alleged default filed by a Player under paragraph 7(a) of the Uniform Player's Contract must be filed with the Club (with a copy to the LRD) by the Association, in writing, plainly labeled as a default notice. Should such a material breach on the part of a Club be alleged, the Club, the Player involved, the LRD and the Association will cooperate in scheduling the handling of any Grievance brought with respect to such alleged breach so that such Grievance may be submitted to arbitration on an expedited basis.

#### **K. Interest Rate**

A uniform annual interest rate, equal to the total of the prime interest rate in effect at The J.P. Morgan Chase Bank on the immediately preceding November 1, plus 1%, rounded to the nearest full percentage point, shall be applied with respect to the following matters:

- (1) the calculation of the "discounted present value" referred to in Article VI(B)(2)(a)(ii) above, unless the Club and Player mutually agree otherwise;
- (2) the calculation of the "present value" referred to in Article IX(F)(1)(b) above; and
- (3) the calculation of the interest referred to in Article XII(A)(3) above.

See Attachment 3.

#### **L. Players Association Tickets**

- (1) The Association shall have the right to purchase eighteen (18) tickets each for the All-Star Game, the Wild Card Games, the Division Series, the League Championship Series and the World Series, which tickets shall not be used for commercial purposes. Such tickets will be for seats located between first base and home

plate or home plate and third base on field level or the first level above field level, except the Clubs will not require the holders of full regular season ticket plans to be relocated. Six (6) of the eighteen tickets made available to the Association for each event shall be “preeminent” seats. A “preeminent” seat is a seat that is located in a location comparable to the seats that Clubs provide the Office of the Commissioner for use as the “Commissioner’s Box.”

(2) The Office of the Commissioner will review with the Association the seat locations proposed by the Clubs to comply with their obligations under Section (1) above as soon as that information is received by the Office of the Commissioner. The Office of the Commissioner will consider in good faith reasonable requests made by the Association to change the location of its allotted tickets.

#### **M. Family and Medical Leave Act**

The Clubs will comply with the requirements of the Family and Medical Leave Act (29 U.S.C. 2601 et seq.) and will allow Players to utilize the Bereavement, Medical Emergency and Paternity leaves provided in Major League Rules 2(n) and (o). Medical Emergency and Paternity leaves shall run concurrently with any leave available under the Family and Medical Leave Act.

#### **N. All-Star Game**

##### *(1) Roster*

The roster for each All-Star team shall be 32 players, with 20 position players and 12 pitchers.

##### *(2) Designated Hitter*

Both the National League team and the American League team will utilize the Designated Hitter Rule (see Official Baseball Rule 5.11(a)) regardless of whether the game is played in an American League or a National League ballpark.

##### *(3) Election and Selection Process*

(a) Fans shall elect nine (9) starting position players in the American League and eight (8) starting position players in the National



League. Starting position players and designated hitters must play a minimum of three (3) innings and must get at least one (1) at bat.

(b) Players on the Active Rosters of the Clubs and the Disabled Lists, as well as managers and coaches, shall elect the next nine (9) position players, including a designated hitter, in the American League, the next eight (8) position players in the National League, as well as five (5) starting pitchers and three (3) relief pitchers in each League (the “player selections”), in balloting to be conducted by the Office of the Commissioner and Players Association officials. The voting shall take place by League only. The balloting shall afford all voters with the opportunity to designate five (5) starting pitchers, three (3) relief pitchers and two (2) players at each non-pitching position, a first choice and a second choice. Voters are permitted to vote for Players on their own team.

(c) Promptly following the conclusion of the balloting, the Commissioner’s Office shall select in the case of the National League seven (7) players (the “additional players”), of whom four (4) shall be pitchers. In the case of the American League, the Commissioner’s Office shall select four (4) pitchers and one (1) position player. Final authority for the selection of additional players shall reside with the Commissioner’s Office.

(d) The last position player on each team will be selected in an online fan balloting process conducted by MLB.com. The Commissioner’s Office shall select the players to be listed on the online ballot.

(e) Mandatory Participation

(i) Each player elected or selected to the All-Star team is required to attend the All-Star Game as an eligible participant on the roster and stay for the duration of the game unless: (A) he is on the Disabled List on the Sunday immediately preceding the All-Star Game; (B) he does not play in his Club’s final two games immediately preceding the All-Star Game due to injury; (C) he is a starting pitcher who misses his last scheduled start immediately preceding the All-Star Game due to injury; (D) he suffers an injury in either of the two games immediately prior to the All-Star Game and submits (to both the Office of the Commissioner and the Players Association) a certification from his Club physician,

with supporting medical records, documenting the injury and certifying that he is unable to participate in baseball activities, and the Office of the Commissioner approves the certification; (E) his Club advises him to refrain from baseball activities during the All-Star Break to treat a chronic injury or condition and submits (to both the Office of the Commissioner and the Players Association) a certification from his Club physician, with supporting medical records, documenting the injury and endorsing the Club's recommendation, and the Office of the Commissioner approves the Club's recommendation; (F) he is unable to render services on the day of the All-Star Game for reasons that would justify his placement on the Major League Bereavement/Family Medical Emergency List or the Major League Paternity List; or (G) he is ineligible to participate in the All-Star Game under the Major League Rules, including, but not limited to, his placement on the Restricted or Disqualified Lists.

(ii) Any player elected or selected to the All-Star team who is not excused from participation by the Office of the Commissioner must participate in all activities required of All-Stars as defined by past practice. In addition, players who participate in the All-Star Game must remain in uniform and in the dugout or bullpen until the conclusion of the game, unless permission is received in advance by the Commissioner's Office to release the player early.

(f) Substitutions. In the event a player who is a player selection does not participate in the All-Star Game pursuant to paragraph 3(e) above, the priority of substitution shall be the player balloting, except that the Commissioner's Office will make the selection if the top five starting pitchers in the player balloting, the top three relief pitchers in the player balloting or the top three position players at the position in the player balloting, whichever is applicable, already have been named to the team or are unable to participate in the game. Notwithstanding anything to the contrary in the substitution rules, in no event shall a player be named as a replacement in the All-Star Game if, at the time he would be selected as a replacement, he is unable to play in the All-Star Game. In the event that a player who is a fan or Commissioner's Office selection is unable to play in the All-Star Game, the Commissioner's Office shall select the replacement, but the starter at that position shall be a player selection.

(g) All teams shall be entitled to be represented in the All-Star Game. In the event the fan and player balloting does not produce such representation, the required representation shall come exclusively from the additional players. (See subparagraph (c) above)

(h) In online fan balloting conducted by MLB.com, fans shall be afforded the opportunity to participate in the naming of the All-Star Game Most Valuable Players (“MVP”). The player selected by the fans shall receive votes not to exceed one-fourth of the number of sportswriters casting votes for MVP.

(4) *Emergency Replacements*

In the event that either All-Star team uses its last catcher, and that catcher leaves the game due to injury, that team may substitute a catcher who has previously appeared in the game. In addition, prior to the All-Star Game, each manager will notify the umpire crew chief of one player selected pursuant to paragraph 3(c) above who has been designated as eligible to return to the game in the event that the last position player at any position is injured and must leave the game.

(5) *Reserve Pitching Plan*

On the day before the All-Star Game, each manager must meet with the Commissioner or his designee to explain his plan for reserve pitching should the game extend into extra innings. The plan should contemplate up to six (6) extra innings and should designate a starting pitcher who is eligible for extra-innings work. On the day before the All-Star Game, the Office of the Commissioner shall provide the Players Association with a written description of each manager’s plan. In managing the All-Star Game, the manager shall adhere to the extra innings plan presented to the Commissioner or his designee.

(6) *Participant Benefits*

In addition to the All-Star Game and Home Run Derby participant benefits described in Article VII(D), all Players on the Active Roster (i.e., available to play in the All-Star Game) of the winning team shall share equally in a \$640,000 bonus.

(7) *Players Trust Benefits*

(a) The Office of the Commissioner shall arrange, as part of the presentation of each year's Home Run Derby, at least one minute or longer for a Player interview during the actual broadcast of the Derby, the focus of which interview shall be on Trust activities. The Player interviewed will also be offered the opportunity to continue the discussion during a brief period of the competition. Players Association personnel will be available for consultation with the broadcaster prior to the interview.

(b) The Office of the Commissioner shall arrange, as part of the presentation of the All-Star Game, a meaningful promotion of the Players Trust during the national broadcast of the All-Star Game through the broadcast of a promotional highlight of Players Trust activities. Players Association personnel will be available for consultation with the broadcaster prior to the promotion.

(8) *Miking*

A catcher, first baseman, and one or more outfielders playing in the All-Star Game will be encouraged by the Players Association to wear a microphone on a seven-second delay, in accordance with the standards in subparagraphs (a)-(c) below, provided that staff from the Players Association shall be exclusively responsible for communications with Players in this regard. The Players Association will guarantee that a minimum of two Players per All-Star Team will wear a microphone. Major League Baseball's broadcast partner for the game also may embed microphones in locations on the field, including in or around the bases, for the purpose of capturing ambient sounds of the game. On or before seven days prior to the All-Star Game, the Players Association shall be provided with a written description of where all such on-field microphones will be located.

(a) Audio from microphones may be telecast only on a delayed basis during the telecast. Before audio from a microphone can be included in the telecast, it must be reviewed and approved by an official from the Players Association and the Office of the Commissioner, both of whom shall be present in the booth/truck.

(b) The network is not permitted to play back any remarks (regardless of the language in which such remarks were spoken)

or other audio which (i) would embarrass, be prejudicial to, detrimental to, or critical of, Major League Baseball, the Players Association, the individual wearing the microphone, Players, fans or umpires; (ii) include any profanity (regardless of whether the profanity was bleeped out or otherwise deleted or modified with other sounds; or (iii) likely would be construed as inflammatory.

(c) Unless the Parties agree otherwise, the network and/or any entity authorized by MLB to record audio from microphones shall be required to: (i) provide to MLB Properties any and all audio from game worn microphones capturing the voice of a Player, or containing remarks about a Player, that is not used in the telecast; and (ii) destroy or permanently delete while on-site all files (including back-up or copies of any kind) containing such audio, and provide written certification to a senior representative at MLB Properties and the Players Association that such destruction or deletion has occurred. MLB Properties will not use any unaired audio, or authorize others to use any unaired audio, without the express written consent of the Players Association.

## **O. Special Events**

Up to two series (including a one-game or two-game stand) per championship season may be scheduled in the continental United States or Canada at a site other than a Major League or Minor League ballpark (each a “Special Event”) provided that each of the criteria below are met:

(1) The game is included in the original schedule provided to the Players Association on or before July 1 each year.

(2) The scheduling of the Special Event conforms to all scheduling provisions of the Basic Agreement, including provisions regarding game times and getaway days.

(3) The Office of the Commissioner shall consult with the Players Association regarding the start times of the games scheduled for each participating Club on the days immediately preceding and immediately following the Special Event. The scheduling of such Events will take into account the travel obligations that will be imposed on the participating Clubs, including but not limited to the

proximity to an airport, total travel duration and the start times for the games immediately before and after the Special Event.

(4) The Players shall stay in first-class hotels in the metropolitan area of the site of the Special Event, to the extent such hotels are available, and the Commissioner's Office will consult with the Players Association before a hotel is selected.

(5) The site of the Special Event shall have a field, dugouts, and clubhouses that conform to Major League standards, and the Players Association shall have the right to inspect the facilities before the game(s), consistent with past practice.

(6) Except as set forth herein, all costs associated with staging a Special Event will be borne by the Commissioner's Office and not paid for using joint funds.

(7) To the extent practicable, both Clubs shall be provided food, facilities, and amenities (including exclusive facilities for training and medical treatment, workout facilities, and batting cages) comparable to those provided at a Major League ballpark.

(8) No Club may be scheduled for a Special Event more than once during a season or more than twice during the term of the Basic Agreement, absent consent from the Players Association.

(9) Each Player on the participating Clubs' Active Roster shall receive a one-time stipend of \$15,000 (per game), payable from the ITF, in addition to the applicable in-season meal and tip allowances.

(10) The Office of the Commissioner shall make a \$100,000 donation to the Players Trust for each Special Event (payable on or before the date of the Special Event).

(11) At least ninety (90) days before each Special Event, the Office of the Commissioner will provide the Players Association with its plan to promote the event and related activities, and all promotional, charitable or commercial activities involving Players in connection with the Special Event shall be subject to negotiation with the Players Association.

(12) Each participating Club shall receive a one-time stipend of \$40,000 (per game), payable from the ITF, to distribute among its non-playing personnel who participate in the Special Event (e.g.,

managers, coaches, and trainers). All Club personnel (other than clubhouse staff) are prohibited from directly or indirectly soliciting contributions or gratuities (in any form) from Players in connection with the Special Event. Violations of this rule will result in a forfeiture of non-player personnel compensation.

(13) Participating Clubs shall be permitted to add an additional position player to the Active Roster. Both Clubs shall return to the pre-event number of Active Roster members upon the conclusion of the Special Event (see Major League Rule 2(c)(2)(A)(ii)(cc)-(gg)).

(14) The Office of the Commissioner and the Players Association will consult on the making of arrangements in connection with a Special Event (e.g., venue, travel, hotel, and hospitality). The Parties will meet and confer at least twice per month to discuss the staging of the Special Event. The Parties will also meet and confer within thirty (30) days after each Special Event for the purpose of discussing issues that arise and potential changes for future Special Events.

(15) The Office of the Commissioner shall consult with the Players Association before hiring any promoter or non-MLB event staff in connection with any Special Event; and

(16) Whenever practicable, the Office of the Commissioner and the Players Association will memorialize each Special Event, including the players' involvement with it, through the installation of a plaque (or comparable recognition) at the event site.

## **ARTICLE XVI—Deferred Compensation**

There shall be no limitations on either the amount of deferred compensation or the percentage of total compensation attributable to deferred compensation for which a Uniform Player's Contract may provide.

Deferred compensation obligations incurred in a Contract executed after December 31, 1985 but before September 30, 2002 must be fully funded by the Club, in an amount equal to the present value of the total deferred compensation obligation, on or before the third January 1 following the championship season in which the deferred compensation is earned. Deferred compensation obligations incurred in a Contract executed on or after September 30, 2002 must be fully funded by the

Club, in an amount equal to the present value of the total deferred compensation obligation, on or before the second July 1 following the championship season in which the deferred compensation is earned. For purposes of this Article XVI, full funding of the present value of deferred compensation obligations shall mean that the Club must have funded, for the duration of and without interruption in each year, the current present value of the then outstanding deferred payments, discounted by 5% annually. If the prime interest rate in effect at The J.P. Morgan Chase Bank on the immediately preceding November 1 is 7% or higher, the Parties shall meet and confer regarding this Article XVI discount rate and may, with due notice to the Clubs, amend such discount rate effective the next succeeding July 1.

Notwithstanding the above funding requirement, each Club shall be entitled to an annual deductible amount of deferred compensation which need not be funded for Contracts executed before December 11, 2011. Such deductible amount shall be applied to the aggregate of Uniform Player's Contracts executed during a given Basic Agreement period before December 11, 2011, and shall be in an amount equal to the lesser of \$2,000,000 or the present value of the total deferred compensation obligations owed by a Club pursuant to Uniform Player's Contracts executed during a given Basic Agreement period before December 11, 2011. The deductible amount applicable to Uniform Player's Contracts signed during a given Basic Agreement period before December 11, 2011 is applied against the Club's current aggregate deferred compensation funding obligations from Uniform Player's Contracts signed during that Basic Agreement period and not any particular Uniform Player's Contract(s).

Unless the Uniform Player's Contract provides otherwise, a Club may fund deferred compensation obligations in such manner as it elects, provided that: (a) the funding method used by the Club must be such that the amount(s) funded are exclusively for the uses and purposes of satisfying the deferred compensation obligation(s) being funded; (b) the amount(s) funded are maintained in the form of unencumbered assets comprising cash or cash equivalents and/or registered and unrestricted readily marketable securities, unless a Club obtains the Parties' prior written authorization of an alternative form; and (c) such amount(s) funded are subject to the claims of the Club's general creditors. Each Club shall certify quarterly to the Office of the Commis-



sioner by January 31, April 30, July 31, and October 31 of each year (and the Office of the Commissioner shall provide such certifications to the Association within 30 days of their receipt) the manner in which its deferred compensation obligations that were required to be funded by the immediately preceding July 1 have been funded. In addition, upon each quarterly certification, each Club shall provide to the Office of the Commissioner all records relating to its deferred compensation funding arrangements, and the Office of the Commissioner shall supply any such records to the Association upon request.

### **ARTICLE XVII—Existing Agreements**

The Parties recognize that there are existing agreements between a Major League Club or Clubs and the Players or the Association, and between either of the Major Leagues separately and the Players or the Association. The Parties reaffirm such agreements and incorporate them as part of this Agreement insofar as they are not inconsistent with this Agreement. Such agreements shall be considered agreements between the Association and the Clubs or any of them for the purpose of the Grievance Procedure provided for in Article XI hereof.

The following three agreements between the Clubs and the Association shall not be incorporated as part of this Agreement and shall not be affected by the adoption of this Agreement:

- (a) The Major League Baseball Players Benefit Plan;
- (b) The Agreement re Major League Baseball Players Benefit Plan; and
- (c) The Agreement Regarding Dues Check-off.

### **ARTICLE XVIII—Rule Changes**

If during the term of this Agreement any Major League Rule, or other rule or regulation is proposed to be changed, the Clubs agree that they shall give the Association notice thereof, and shall negotiate the proposed change with the Association, provided that the obligation to negotiate with the Association provided by this Article XVIII shall apply only to (a) a change in a Player benefit under an existing rule or regulation and (b) the adoption of a rule or regulation which would change a Player benefit under an existing rule or regulation or impose

an obligation upon the Players which had not previously existed. Except as specifically provided in this Article XVIII, the right of the Clubs to make any rule change whatsoever shall not be impaired or limited in any way, provided that the Clubs shall not make any change which is inconsistent with the provisions of any then existing agreement between the Clubs and the Association.

Notwithstanding the foregoing paragraph, if during the term of this Agreement any playing or scoring rule is proposed to be changed, the Clubs agree that they shall give the Association notice thereof, and shall negotiate the proposed change with the Association, provided that the obligation to negotiate with the Association shall apply only to changes which significantly affect terms and conditions of employment. Such proposals to change playing or scoring rules shall normally be made only during the off-season. If the Clubs and the Association fail to reach agreement on a proposed change which is subject to negotiation, the proposed change shall not be put into effect until the completion of the next complete succeeding season (including the Wild Card Game, Division Series, League Championship Series and World Series) following the date the change was proposed.

## **ARTICLE XIX—Assignment of Player Contracts**

### **A. Consent to Assignment**

(1) The contract of a Player with ten or more years of Major League service, the last five of which have been with one Club, shall not be assignable to another Major League Club without the Player's written consent. At his sole election, however, a Player may, at the time he signs a multi-year contract with a Club, waive the right to prevent an assignment of his contract under this Section A(1), provided that the multi-year contract (a) is signed before the Player has attained ten or more years of Major League service, the last five of which have been with one Club, and (b) contains a no trade provision that, at a minimum, limits the Club's right to assign the Player's contract, during each of its years, to no more than sixteen (16) Clubs designated or subsequently to be designated by the Player.

(2) (a) The contract of a Player with five or more years of Major League service, not including service while on the Military List (or

seven or more years of Major League service, including service while on the Military List), shall not be assigned otherwise than to another Major League Club, without the Player's written consent.

(b) Not earlier than 4 days prior to the contemplated date of an assignment requiring the Player's consent under subparagraph (a) above, or 8 days, if the Player has no options remaining or if the assignment is during the period from the close of the championship season to the opening of Spring Training, the Club shall give written notice to the Player, with a copy to the Association, which shall advise the Player that he may (i) consent to the assignment, (ii) refuse the assignment or (iii) elect to become a free agent. Additionally, the notice shall advise that in the event that the Player consents to the assignment, he may elect free agency between the end of the then current Major League season and the next following October 15, unless he is returned to a Major League roster prior to making such election.

The Player shall also be informed in the notice that, within 2 days after the date of the notice, or 3 days, if during the period from the close of the championship season to the opening of Spring Training, he must advise the Club in writing as to his decision to consent to the assignment or to elect to become a free agent. A failure on the part of the Player to respond to the notice shall constitute a refusal of the assignment. No response from the Player shall be considered effective until twenty-four hours from his receipt of the Club's notice; provided, however, if such election would result in the forfeiture of termination pay, the election shall not become effective unless and until the Association confirms the election in writing.

(c) A Player who elects to become a free agent under this paragraph (2), and whose free agency election is confirmed in writing by the Association, shall immediately be eligible to negotiate and contract with any Club without any restrictions or qualifications and shall not be entitled to receive termination pay. Such a free agent shall receive transportation and travel expenses in the same manner as he would if he had been unconditionally released except that he shall be limited to receiving travel expenses to his new club if he reports to it directly, provided such expenses are less than to his home city.

(3) Any Player who has a right to refuse the assignment of his contract under paragraph 2(a) above may grant consent to an assignment of his contract in advance of any specific contemplated assignment if such consent (a) is granted not more than ten (10) days prior to the start of the championship season for which the consent is given, (b) is in writing, (c) designates the assignee Club and (d) requires that the assignment take place within 45 days from the start of the championship season or the date on which the consent is granted, whichever is later. The Club shall provide a copy of the Player's consent to the Association contemporaneously upon the Club's receipt of such consent. No Club shall attempt to secure, by any Major League terms included in a Minor League Uniform Player Contract, an advance consent to an assignment to a Minor League club, and any consent so secured shall have no force or effect.

#### **B. Assignment to Minor League club**

When a Player's contract is assigned from a Major League Club to a Minor League club, the rights and benefits of such Player that do, and do not, follow him to the Minor Leagues shall be in accordance with past practices. Additionally, such a Player shall retain the right, if any, to become a free agent, or to require the assignment of his contract, which he possessed under his then current Major League contract as provided in Article XX hereof, which right shall not be diminished or interfered with as a result of such assignment or the signing by the Player of a Minor League contract, provided that such right shall terminate if and when such Player signs a Minor League contract following the time when his free agency rights arise under Article XX.

#### **C. Disabled List—Assignment to Minor League club**

(1) There shall be no assignment of a Player by a Major League Club to a Minor League club while such Player is on a Major League Disabled List.

Players may not be reinstated from the Disabled List for purposes of assignment to a Minor League club until they are ready to play. Players who are injured and not able to play may not be assigned to a Minor League club. However, if a Player who is on optional assignment consistent with this provision is assigned to another

Major League Club, he may be optioned immediately by the assignee Club without violating this prohibition, regardless of whether the Player is injured and unable to play at the time of the assignment.

Grievances alleging a violation of Article XIX(C)(1) that have the potential to affect a Player's status under Article VI(E), XX(B) or XX(D) shall be submitted to arbitration prior to Grievances that do not affect the status of Players.

(2) Notwithstanding Section C(1) above, a Player who is injured and not able to play may be assigned to a Minor League club:

(a) During the period immediately following the close of the championship season and before the filing of Major League Reserve Lists under Major League Rule 2(a), if:

(i) the Player's Major League Uniform Player's Contract does not cover the next succeeding season; and

(ii) the Player, if he otherwise would have been eligible for salary arbitration as a "Super Two" Player (see Article VI(E)(1)(b)), may elect free agency under the procedures contained in Article XX(D) in lieu of accepting the assignment; provided, however, that a Player who accepts the assignment shall not have a right, by virtue of such acceptance, to elect free agency following the next succeeding championship season.

(b) During the period immediately following the filing of Major League Reserve Lists and before the 15th day prior to the start of the next championship season, if:

(i) the Player has less than three years of Major League service;

(ii) the contemplated assignment would not be the Player's second (or subsequent) career outright assignment since March 19, 1990;

(iii) the Player had no Major League service the prior championship season; and

(iv) the Player was not selected by the assignor Major League Club in the immediately preceding Rule 5 Draft.

(3) *Rehabilitation Assignments*

(a) Notwithstanding Section C(1) above, a Player on the Disabled List may be assigned to a Minor League club for the purpose of rehabilitation with the Player's written consent, a copy of which shall be forwarded to the Association, and with the approval of the Commissioner. See Attachment 39.

(b) Separate consent shall be required for a rehabilitation assignment for a new injury or a reoccurrence of an injury. In order for a Player's written consent to be effective, the duration of his rehabilitation assignment must be the product of good faith negotiation between the Player and Club. No consent shall be effective for longer than twenty days (thirty days for pitchers).

(c) A Player on the Disabled List may be assigned to a Minor League club for up to a maximum of twenty days (thirty days for pitchers) for each injury, or reoccurrence of an injury, for the purpose of rehabilitation. However, a Player may provide more than one consent for the same injury, or a reoccurrence of an injury, if the total number of days of the rehabilitation assignment for that injury or reoccurrence does not exceed a maximum of twenty days (thirty days for pitchers). Notwithstanding the foregoing, a Player rehabbing from UCL reconstruction surgery may consent to up to three consecutive ten-day extensions of his rehabilitation assignment, with the approval of the Commissioner's Office and the Association.

(d) Any service with a Minor League club while on rehabilitation assignment shall be deemed to be Major League service as defined in Article XXI. A Player so assigned shall continue to receive his Major League salary and the other rights and benefits of such Player shall be in accordance with past practices relating to assignments to Minor League clubs; provided, however, that all such players shall be treated as if they were Major League Players on the road for purposes of hotel accommodations and the daily meal and tip allowance. Such assignment shall not be counted as an optional assignment under Major League Rule 11 or for any other purpose, and waivers shall not be required.

#### **D. Foreign Assignments**

Except for the return of conditional assignments from outside the United States and Canada, the contract of a Player shall not be assigned otherwise than within the United States and Canada, without the Player's written consent.

#### **E. Optional Assignments**

If a Player is optionally assigned for a total of less than 20 days in one championship season, such optional assignment(s) shall not count as an optional assignment in connection with the limitation upon optional assignments provided for in Major League Rule 11(c). See Article XXI(B).

For purposes of counting days on option, the date of the optional assignment shall be counted and the date of recall shall not be counted, provided that the date of the optional assignment shall not be counted if the assignment takes place after the start of a Major League game in which the Player otherwise would have been eligible to play, and the date of recall shall be counted if the recall takes place after the start of any Minor League game in which the Player was eligible to play.

#### **F. Waivers**

Any assignment of a Player contract must conform to the rules regarding waivers contained in Major League Rule 10.

In addition, each Friday, not later than 3 P.M. Eastern Time, the Office of the Commissioner shall notify the Association of all waiver requests and their disposition. Notification shall include:

- (1) the date on which the waiver request was made;
- (2) the date of expiration of the waiver period;
- (3) if the waiver period has expired, whether or not claims were filed;
- (4) if claims are not filed, the period for which waivers have been granted; and
- (5) if claims were filed, whether or not the Club requesting waivers has withdrawn its request. In the event claims were filed and

the Club requesting waivers has withdrawn its request, the Office of the Commissioner need not identify the claiming Club or Clubs.

### **G. Designated Player**

A Player who is in the status of a “designated player” under Major League Rule 2(k) shall, during the period he is in such status, be

- (1) paid at the rate of his Major League salary and
- (2) credited with Major League service.

A Player who is in the status of a “designated player” under Major League Rule 2(k) shall be unconditionally released or his contract assigned within 7 days after he is placed in the status. A Club must request the necessary waivers in a time frame that will allow it to unconditionally release or assign the player within the 7-day period. The days between and including Christmas Day and New Year’s Day shall not count toward the 7-day limit.

### **H. Unconditional Release**

Notwithstanding the provisions of Major League Rule 8 and paragraph 7(d) of the Uniform Player’s Contract, the following procedure may be used to give notice to a Player in connection with his unconditional release.

At the same time the Club advises a Player in writing that the Club has requested waivers for the purpose of unconditional release, and the date on which the waiver request will expire, the Player shall advise the Club in writing of the address and telephone number to which the Club should telephone or send written notice of termination to the Player upon the expiration of the waiver period. If the Player fails to supply a telephone number or address, the Club may use the most recent address or telephone number the Player has supplied the Club.

Upon the expiration of the waiver period, the Club shall either give telephone or written notice of termination to the Player. In addition, the Player may call the Club to determine whether his contract has been claimed.



## **I. Forms**

In any case in which a Player's consent must be secured prior to the assignment of his contract (see Article XIX(A)(1), Article XIX(A)(2)(a), Article XIX(A)(3) and Article XIX(C)(3)) or in which a Player may elect free agency in lieu of accepting the outright assignment of his contract (see Article XX(D)(1) and (2)), the form given to the Player must include the Player's name in typewritten form.

## **ARTICLE XX—Reserve System**

### **A. Reservation Rights of Clubs**

Subject to the rights of Players as set forth in this Agreement, each Club may have title to and reserve up to 40 Player contracts. A Club shall retain title to a contract and reservation rights until one of the following occurs:

- (1) The Player becomes a free agent, as set forth in this Agreement;
- (2) The Player becomes a free agent as a result of
  - (a) termination of the contract by the Club pursuant to paragraph 7(b) thereof,
  - (b) termination of the contract by the Player pursuant to paragraph 7(a) thereof,
  - (c) failure by the Office of the Commissioner to convey to the Player, by Central Tender Letter submitted to the Association, the Club's tender of a new contract within the time period specified in paragraph 10(a) of the contract (see Attachment 9), or
  - (d) failure by the Club to exercise its right to renew the contract within the time period specified in paragraph 10(a) thereof; or
- (3) The contract is assigned outright by the Club.

On or before 8 P.M. Eastern Time on December 2 (or, if December 2 is a Saturday or Sunday, then on or before the preceding business day) the Office of the Commissioner shall satisfy the Clubs' tender obligations pursuant to paragraph 10(a) of the Uniform Player's Contract by

submitting to the Association a letter listing, by Club, the Players to whom each Club is tendering a contract for the term of the next year (“Central Tender Letter”). The Central Tender Letter shall, consistent with Article VI(A) and Article VI(B), include for each Player so tendered the salary or salaries, performance bonuses and/or other terms, if any, offered by the Club. The Central Tender Letter also shall separately list, also by Club, those players who have not been tendered a contract for the term of the next year. The Office of the Commissioner, at the time it transmits the Central Tender Letter, shall provide to the Association addresses for all Players who had been promoted to the Major League roster for the first time in the preceding November and for those Players who do not have a certified Player Agent. See Attachment 9.

Any inadvertent error in the tendering or renewal of a contract, including but not limited to an untimely tender or renewal, shall result in free agency under paragraph (2)(c) or (2)(d) above, whichever is applicable, only if the Player has first given the Club written notice that the tendered or renewed Contract does not conform to the requirements of Article VI of this Agreement and the Club has not retendered or re-exercised a renewal in conformance with all applicable rules within seven (7) days after receipt by the Club of written notice of such defect.

A Club may also reserve, under separate headings on a Reserve List, Players who properly have been placed on the Voluntarily Retired List, the Military List, the Suspended List, the Restricted List, the Disqualified List or the Ineligible List. See Attachments 10, 11 and 12.

## **B. Free Agency**

### *(1) Eligibility*

Following the completion of the term of his Uniform Player’s Contract, any Player with 6 or more years of Major League service who has not executed a contract for the next succeeding season shall become a free agent, subject to and in accordance with the provisions of this Section B.

### *(2) Procedure*

The procedure set forth in this paragraph (2) shall apply to Players who become free agents pursuant to paragraph (1) above. Play-

ers who otherwise become free agents under this Agreement shall be eligible to negotiate and contract with any Club without any restrictions or qualifications.

(a) A Player eligible to become a free agent under paragraph (1) shall become a free agent as of 9 A.M. Eastern Time on the day following the day that the last game of the World Series had started.

(b) During the period beginning at the time when the Player becomes a free agent as defined in subparagraph (a) above and ending at 5 P.M. Eastern Time on the fifth day following the day that the last game of the World Series had started (“Quiet Period”), any Club representative and any free agent or his representative may talk with each other and discuss the merits of the free agent contracting, when eligible therefor, with the Club; provided, however, that the Club and the free agent shall not negotiate terms or contract with each other. The following subjects are among those which may properly be discussed between any Club and such Player:

(i) the Player’s interest in playing for the Club, and the Club’s interest in having the Player play for it;

(ii) the Club’s plans about how it intends to utilize the Player’s services (as a starting pitcher or reliever, as a designated hitter or not, platooning, etc.);

(iii) the advantages and disadvantages of playing for the Club including the nature of the organization, the climate of the city, availability of suitable housing, etc.;

(iv) length of contract;

(v) guarantee provisions; and

(vi) no-trade or limited no-trade provisions.

Notwithstanding the foregoing, the free agent and his former Club may engage in negotiations and enter into a contract during the Quiet Period.

(c) Players who become free agents pursuant to this Section B shall, upon the expiration of the Quiet Period, be eligible to nego-

tiate and contract with any Club, subject to the provisions of this Section B.

(3) *Rights of Former Club*

The following provision shall apply only to each Player who becomes a free agent under this Section B after having been continuously under reserve (without interruption) to the same Club (either at the Major or Minor League level) since Opening Day of the recently completed championship season and who has never previously received a Qualifying Offer (defined below) from any Club (“Qualified Free Agent”).

During the Quiet Period, the former Club of a Qualified Free Agent may tender the Qualified Free Agent a one-year Uniform Player’s Contract for the next succeeding season with a guaranteed salary that is equal to the average salary of the 125 highest-paid Players each year (“Qualifying Offer”). The amount of the Qualifying Offer each year shall be determined pursuant to Attachment 45 to this Agreement, and shall be communicated to Clubs and Players by the Parties within ten (10) days of the conclusion of the championship season. Clubs shall inform the LRD of the Office of the Commissioner whether they will make a Qualifying Offer to a Qualified Free Agent, and the LRD will inform the Players Association no later than 5 P.M. Eastern Time on the last day of the Quiet Period of each Club’s Qualifying Offers to Qualified Free Agents. If the former Club of a Qualified Free Agent does not tender him a Qualifying Offer, it shall not be entitled to compensation under paragraph (4) of this Section B with respect to that Qualified Free Agent.

A Qualified Free Agent may accept a Qualifying Offer until the tenth day following the conclusion of the Quiet Period (“Acceptance Period”). The Players Association shall provide the LRD with a list of the Qualified Free Agents who have accepted the Qualifying Offer by 5 P.M. Eastern Time of the final day of the Acceptance Period. Any Qualified Free Agent whose name is not included on the list provided by the Players Association to the LRD will be deemed to have rejected the Qualifying Offer.

If the Player accepts the Qualifying Offer, he shall be a signed player for the next season on a one-year contract with a salary equal

to the amount of the Qualifying Offer, and shall be eligible for in-season termination pay as set forth in Article IX, Section C if his Contract is terminated under paragraph 7(b)(2) of the Uniform Player's Contract from the date of acceptance through the conclusion of the championship season.

(4) *Compensation*

(a) A Qualified Free Agent shall be subject to compensation only if: (i) his former Club tenders him a Qualifying Offer pursuant to paragraph (3) of this Section B; (ii) the Player declines the Qualifying Offer or signs a contract with another Major League Club prior to the expiration of the Acceptance Period; and (iii) the Player signs a Major League contract with another Major League Club that is confirmed by the Players Association and the LRD on or before the day prior to the next succeeding Major League Rule 4 Draft ("Rule 4 Draft"). A Qualified Free Agent who signs a bona fide Minor League contract shall not be subject to compensation irrespective of whether the Minor League contract is subsequently assigned to the Major League Club. No Club and Player may enter into any Major League or Minor League contract, or assign such a contract, with the intent to circumvent Article XX(B)(3) or XX(B)(4).

(b) Former Club. The former Club of a Qualified Free Agent subject to compensation ("Former Club") shall receive an amateur draft choice ("Special Draft Choice") immediately following the last selection in Competitive Balance Round B of the next Rule 4 Draft. Notwithstanding the foregoing, (i) a Former Club that was a Revenue Sharing Payee (as defined in Article XXIV) and not market disqualified in the Revenue Sharing Year that encompasses the most recently completed championship season shall receive a Special Draft Choice immediately following the last selection in the first round of the next Rule 4 Draft if its Qualified Free Agent subject to compensation enters into a contract with another Club with a total guarantee of \$50 million or more; and (ii) a Former Club that was a CBT Payor in the Contract Year that encompasses the most recently completed championship season (regardless of the Former Club's status under the Revenue Sharing Plan) shall receive a Special Draft Choice immediately following the last selection in the fourth round of the next Rule 4 Draft. For purposes of the previous sentence, the "total guarantee" of a contract signed by a Qualified

Free Agent shall include the following: (a) total salary in any guaranteed contract years (including any Player option years); (b) any signing bonus (regardless of when paid); (c) any buyout associated with the first Club or mutual option year; and (d) any performance, roster, or award bonuses, escalators, or vesting options, but only to the extent the Player would have earned those bonuses, escalators, or vesting options based on his performance in any prior season of his career. For the purposes of (a)-(d) above the value of any compensation payable pursuant to such a contract after the last championship season covered by the contract shall be calculated in accordance with Article XXIII(E)(6) (“Deferred Compensation”). If multiple Clubs that have lost Qualified Free Agents subject to compensation receive a Special Draft Choice after the same round of the next Rule 4 Draft, those Special Draft Choices will be sequenced in the reverse order of the recipient Clubs’ won-lost percentage in the most recently completed season. If a Club is entitled to more than one Special Draft Choice after the same round of the next Rule 4 Draft, its selections will be slotted in succession. If two or more Clubs had an identical won-lost percentage in the most recently completed season, the Clubs shall select in the reverse order of their winning percentages in the season prior to the most recently completed season, with any remaining ties to be resolved based on preceding season winning percentages.

(c) Signing Club

(i) As set forth below, for each Qualified Free Agent subject to compensation whom it signs, the signing Club (“Signing Club”) shall have its Signing Bonus Pool in the next international signing period (as described in Attachment 46) reduced and/or forfeit one or more selections in the next Rule 4 Draft, as follows:

(A) If the Signing Club was a Revenue Sharing Payee (as defined in Article XXIV) and not market disqualified in the Revenue Sharing Year that encompasses the most recently completed championship season, it shall forfeit its third-highest available selection in the next Rule 4 Draft.

(B) Notwithstanding subsection (A) above, if the Signing Club was a CBT Payor in the Contract Year (as defined in Article XXIII) that encompasses the most recently completed

championship season, it shall forfeit its second-highest and fifth-highest available selections in the next Rule 4 Draft, and it shall have its international Signing Bonus Pool for the next international signing period reduced by \$1 million.

(C) Any Signing Club not covered by subsections (A) or (B) above shall forfeit its second-highest available selection in the next Rule 4 Draft and shall have its international Signing Bonus Pool for the next international signing period reduced by \$500,000.

(ii) Draft selections shall be awarded and forfeited pursuant to subsections 4(b) and 4(c), respectively, as of the date the last Qualified Free Agent subject to compensation enters into a contract that is confirmed by the Players Association and the LRD, or the day prior to the next Rule 4 Draft, whichever occurs first. The draft selections forfeited by a Signing Club in the next Rule 4 Draft shall be determined as follows.

(A) Determining a Club's Highest Available Draft Selections. With the exception of draft selections forfeited by the Club pursuant to Major League Rule 3(c)(4)(B), all of a Club's draft selections will be counted in determining the Club's second-highest, third-highest or fifth-highest available selections, including compensatory selections awarded pursuant to subsection 4(b) above and selections awarded pursuant to Major League Rules 4(c)(2), 4(k)(1) or 4(k)(2) (or acquired via an assignment).

(B) Draft Selections Subject to Forfeiture. With the exception of draft selections awarded to a Club pursuant to Major League Rule 4(c)(2) or 4(k)(2), all of a Club's selections will be subject to forfeiture pursuant to subsection 4(c)(i) above, including selections awarded pursuant to subsection 4(b) above. Notwithstanding the foregoing, Competitive Balance Selections obtained through an assignment from another Club will be subject to forfeiture. If a Club's second-highest, third-highest or fifth-highest selection is a selection exempt from forfeiture under this section, the Club shall forfeit its next highest available selection.

(C) Clubs That Sign More Than One Qualified Free Agent. If a Club's second-highest, third-highest or fifth-highest selection is no longer available because it was forfeited pursuant to subsection 4(c)(i) as a result of signing another Qualified Free Agent, the Signing Club shall forfeit its next highest available selection. By way of example, if a Club forfeited its second-round selection and fifth-round selection for signing its first Qualified Free Agent pursuant to subsection 4(c)(i)(B) above, it shall forfeit its third-round selection and sixth-round selection for signing its next Qualified Free Agent (assuming those are its next highest selections not exempt from forfeiture).

(iii) International Signing Bonus Pool amounts forfeited pursuant to this subsection (4)(c) shall be reallocated equally among the international Signing Bonus Pools among Clubs that did not forfeit Pool space pursuant to this Section. If the amount of Signing Bonus Pool space that a Club forfeits pursuant to subsection 4(c)(i) above exceeds the Club's available Signing Bonus Pool space in the next international signing period, the remaining forfeited amount shall be deducted from the Club's Signing Bonus Pool in each subsequent international signing period until the full amount has been deducted.

(iv) For purposes of subsection 4(b) above and this subsection 4(c), the Oakland Athletics shall be considered market disqualified beginning with the off-season following the 2020 season.

(5) *Miscellaneous*

(a) Any Club signing a contract with a Player under this Article XX(B) after the expiration of the Quiet Period described in subsection 2(b) above may not assign his contract until after the next June 15. However, notwithstanding the foregoing, such contract may be assigned for other Player contracts and/or cash consideration of \$50,000 or less prior to the next June 16 if the Player gives written consent to such transaction.

(b) There shall be no restriction or interference with the right of a free agent to negotiate or contract with any baseball club outside the structure of organized baseball, nor shall there be any compensation paid for the loss of a free agent except as provided for in this Article XX(B).



(c) A Club and Player (or their designated representatives) shall not enter into any agreement, understanding or contract, or make any representation, promise or commitment, whether implied or explicit, either orally or in writing, that the Club will not make a Qualifying Offer to a Player, or that a Player will not accept a Qualifying Offer if one is tendered to him. Any Club or Club employee that violates this provision will be subject to discipline by the Commissioner, including the potential forfeiture of draft selections.

(d) Retention Bonus

(i) If a Club signs a Player who became a free agent pursuant to this Article XX(B) to a Minor League Uniform Player Contract between the date the Player became a free agent as set forth in subsection B(2)(a) above and ten days prior to the commencement of the next succeeding championship season, the Club shall pay the Player a retention bonus of \$100,000 if, by 12 P.M. Eastern Time on the fifth day prior to the first day of the championship season, (i) the Club does not agree in writing to add the Player to its Opening Day 25-man roster or Major League Disabled List at the commencement of the championship season, or (ii) the Club does not provide the Player with his immediate unconditional release.

(ii) If a Club agrees to add a Player to its Opening Day 25-man roster or Major League Disabled List at the commencement of the championship season pursuant to subsection (d)(i) above, the Club must notify the LRD of its decision either to add the Player to its Opening Day 25-man roster or Major League Disabled List no later than 12 P.M. Eastern Time on the fifth day prior to the first day of the championship season, and the LRD will inform the Players Association.

(iii) The \$100,000 retention bonus described in subsection (d)(i) above must be paid on or before April 15 of the next succeeding championship season. Such bonus shall not be subject to the non-duplication provision contained in Article IX(F) of this Agreement.

(iv) If a Club elects to retain a Player under his Minor League Uniform Player Contract pursuant to subparagraph (i) above by paying the \$100,000 retention bonus, the Player may require the

Club to provide him with his unconditional release on June 1 if he had not been added to the Club's 25-man roster or placed on the Major League Disabled List at any time prior to June 1. The Player must notify the Club in writing no later than 2 P.M. Eastern Time on May 28 that he is requesting his unconditional release by 2 P.M. Eastern Time on June 1 if the Club does not add him to its 25-man roster or Major League Disabled List by that time.

(v) A Club and Player may agree to a special covenant to a Minor League Uniform Player Contract for a Player covered by this subsection (5)(d) that provides the Player with a retention bonus greater than \$100,000, an earlier deadline for adding the Player to its Opening Day 25-man roster or Major League Disabled List, an advanced payment schedule for the bonus, or an earlier date by which the Player may require the Club to provide him with his unconditional release. Nothing contained herein is intended to modify any other provision contained under this Agreement or the Major League Rules with respect to permissible special covenants in a Minor League Uniform Player Contract.

(vi) This subsection (5)(d) shall apply to Players who became free agents pursuant to the provisions set forth in Article XX(B)(1) and (2) above, and shall not apply to Players who became free agents pursuant to any other provision of the Basic Agreement or a special covenant to a Major League Uniform Player's Contract.

(e) The exercise dates of option provisions contained in Uniform Player's Contracts all must fall within the Quiet Period described in subparagraph (2)(b) above.

### **C. [Reserved]**

### **D. Outright Assignment to Minor League Club**

#### *(1) Election of Free Agency—3-Year Player*

Any Player who has at least 3 years of Major League service, or who qualified as a "Super Two" Player under Article VI(E)(1)(b) as of the conclusion of the prior championship season, and whose contract is assigned outright to a Minor League club may elect, in lieu of

accepting such assignment, to become a free agent. In the event that such a Player with at least 3 years of Major League service does not elect free agency in lieu of accepting such assignment, he may elect free agency between the end of the then current Major League season and the next following October 15, unless such Player is returned to a Major League roster prior to making such election. Any Player who accepts an outright assignment as a “Super Two” Player will not retain a right to elect free agency following the season.

*(2) Election of Free Agency—Second Outright Assignment*

Any Player whose contract is assigned outright to a Minor League club for the second time or any subsequent time in his career may elect, in lieu of accepting such assignment, to become a free agent. In the event that such Player does not elect free agency in lieu of accepting such assignment, he may elect free agency between the end of the then current Major League season and the next following October 15, unless such Player is returned to a Major League roster prior to making such election.

*(3) Effect of Free Agency Election*

A Player who becomes a free agent under this Article XX(D) shall immediately be eligible to negotiate and contract with any Club without any restrictions or qualifications, and shall not be entitled to receive termination pay; provided, however, if such election would result in the forfeiture of termination pay, the election shall not become effective unless and until the Association confirms the election in writing. Such a free agent shall receive transportation and travel expenses in the same manner as he would if he had been unconditionally released except he shall be limited to receiving travel expenses to his new club if he reports to it directly, provided such expenses are less than to his home city.

*(4) Procedure*

Not earlier than 4 days prior to the contemplated date of an outright assignment, or 8 days, if the Player has no options remaining or if the assignment is during the period from the close of the championship season to the opening of Spring Training, the Club shall give written notice to the Player, with a copy to the Associa-

tion, which shall advise the Player that he may either (a) accept the assignment or (b) elect to become a free agent, and that in the event he accepts the assignment, he may (except in the case of a “Super Two” Player who accepts a first outright assignment) elect free agency between the end of the then current Major League season and the next following October 15, unless he is returned to a Major League roster prior to making such election. The Player shall also be informed in the notice that, within 2 days after the date of the notice, or 3 days, if during the period from the close of the championship season to the opening of Spring Training, he must advise the Club in writing as to his decision whether to accept the assignment. No such decision from a Player shall be considered effective until twenty-four hours from his receipt of the Club’s notice. If the Club fails to give written notice, as set forth herein, to the Player prior to the date of such assignment, the Player may, at any time, elect to become a free agent pursuant to this Article XX(D); provided, however, that if the Club subsequently gives such written notice to the Player, he shall, within 3 days thereafter, or 10 days, if during the period from the close of the championship season to the opening of Spring Training, advise the Club in writing as to his decision. No such decision from a Player shall be considered effective until twenty-four hours from his receipt of the Club’s notice.

#### **E. Individual Nature of Rights**

(1) The utilization or non-utilization of rights under Article XIX(A)(2) and Article XX is an individual matter to be determined solely by each Player and each Club for his or its own benefit. Players shall not act in concert with other Players and Clubs shall not act in concert with other Clubs.

(2) Upon any finding of a violation of Section E(1) of this Article XX by two or more Clubs, any injured Player (or Players) shall be entitled to recover in monetary damages three (3) times the lost baseball income, he (or they) would have had but for the violation. Such lost baseball income shall be limited to lost salary and other lost contractual terms, including lost additional contract years, lost signing bonuses, lost trade restriction provisions, lost option buyout provisions, and lost incentive bonuses (e.g., performance, awards,

attendance and weight bonuses). Damages (and fees and interest) may be recovered only from the Clubs found to have violated Section E(1) of this Article XX.

(3) Notwithstanding any other provision of this Basic Agreement, the Arbitration Panel shall further order payment by the Clubs found to have violated Section E(1) of this Article XX of all reasonable attorneys' fees and expenses, expert witness fees and expenses and prejudgment interest on the single damage calculation of the lost baseball income pursuant to paragraph (2).

(4) Any injured Player (or Players or the Association) shall not be entitled to recover any monetary damages pursuant to this Article XX(E) other than those enumerated in paragraphs (2) and (3). However, nothing in paragraphs (2) and (3) is intended to reflect any agreement between the Parties on mitigation issues.

(5) In addition, upon any finding by the Arbitration Panel of a violation by five (5) Clubs or more of Section E(1) of this Article XX, the Association shall have the right to reopen this Agreement upon sixty (60) days written notice to the LRD.

(6) Upon any finding by the Arbitration Panel of a violation of Section E(1) of this Article XX by two (2) or more Clubs, any injured free agent Player will have the right to terminate his existing contract (or reserve status) at his option immediately following the issuance of the finding by the Arbitration Panel. However, no such termination shall take effect during the period beginning on February 15 and ending with the conclusion of the World Series. If the finding of the Arbitration Panel is issued at any time on or after January 15, but before February 15, the Player shall have the right to terminate his existing contract (or reserve status) at his option either (a) immediately; or (b) within the fifteen (15) day period following the conclusion of the next succeeding World Series. At the time any contract (or reserve status) is terminated pursuant to this paragraph (6), such free agent Player shall immediately have the right to negotiate with and enter into a contract with any Club, without any restrictions or qualifications. If the contract (or reserve status) is terminated, the free agent Player may choose to reinstate his contract (or reserve status) at any time up until the March 15 succeeding such termination.

(7) If a Player does not exercise his right pursuant to paragraph (6) to reinstate his contract (or reserve status), all obligations of the Player and of the Club under said contract (or reserve status) shall cease as of the end of the period in which the Player has the right to reinstate his contract (or reserve status), except the obligation of the Club to pay the Player's compensation to that date. If at the end of the period the Player has not signed a new contract and has not exercised his right to reinstate his existing contract (or reserve status), at that point, the Player shall be considered an unrestricted free agent.

(8) Utilization or non-utilization of the procedures set forth in paragraph (6) above shall be without prejudice to any injured free agent Player. However, the experience of each Player who utilizes such procedures shall be considered by the Arbitration Panel in determining such further relief, if any, to which he may be entitled.

(9) It is understood that in the event of a violation of Section E(1) of this Article XX, the Arbitration Panel shall have the authority to order such other and further non-monetary (e.g., injunctive) relief as may be necessary to give full force and effect to the purposes of and to the rights and benefits afforded to Players under this Article XX.

## **ARTICLE XXI—Credited Major League Service**

### **A. Definitions**

Those Player rights expressly set forth in the Basic Agreement for which a Player's eligibility is dependent upon credited Major League service will be determined as follows:

(1) One full day of Major League service will be credited for each day of the championship season a Player is on a Major League Club's Active List. A total of 172 days of Major League credited service will constitute one full year of credited service. A Player may not be credited with more than one year of credited service, 172 days, in one championship season (including any tie-breaker games). Major League service will be computed commencing with the date of the first regularly scheduled championship season game, through and including the date of the last regularly scheduled championship season game; provided, however, that one full day of Major League service shall also be credited for any tiebreaker game

played following the conclusion of the last regularly scheduled championship season game but before the commencement of post-season play pursuant to Major League Rule 33(c) (subject to the maximum of 172 service days in any season). This rule shall apply uniformly to all Players and all Clubs notwithstanding differences in a particular Club's schedule.

(2) For purposes of calculating credited service, a Player will be considered to be on a Club's Active List if:

(a) placed on a disciplinary suspension by a Club, the Chief Baseball Officer or the Commissioner, or on the Disabled List; or

(b) called to active military duty for up to two years or if called to emergency duty by the National Guard for a period of up to thirty days.

## **B. Optional Assignments**

If a Player is optionally assigned for a total of less than 20 days in one championship season, the Player shall be credited with Major League service during the period of such optional assignment(s); provided, however, that a Player shall not be credited with Major League service under this provision if the Player had zero days of Major League service in the current season prior to the optional assignment and after the optional assignment was unconditionally released or assigned outright and not subsequently added to the Active List for the remainder of the championship season. See Article XIX(E).

For purposes of counting days on option, the date of the optional assignment shall be counted and the date of recall shall not be counted, provided that the date of the optional assignment shall not be counted if the assignment takes place after the start of a Major League game in which the Player otherwise would have been eligible to play, and the date of recall shall be counted if the recall takes place after the start of any Minor League game in which the Player was eligible to play. See Attachment 32.

## **ARTICLE XXII—Management Rights**

Nothing in this Agreement shall be construed to restrict the rights of the Clubs to manage and direct their operations in any manner whatsoever except as specifically limited by the terms of this Agreement.

## **ARTICLE XXIII—Competitive Balance Tax**

### **A. General Definitions**

The following definitions shall apply only to this Article XXIII, unless expressly adopted for use in another Article of this Agreement.

(1) “Contract Year” shall mean the period from December 2 of one year through and including December 1 of the following year, or such other one-year period to which the Office of the Commissioner and the Association may agree. To the extent that a Contract Year is referenced by a number in connection with a particular calculation, the reference shall be to the calendar year of the championship season that falls in that Contract Year.

(2) “Uniform Player’s Contract” shall mean a Major League Uniform Player’s Contract. (See Appendix A.)

(3) “Split Contract” shall mean a Uniform Player’s Contract which sets out separate rates of pay for service with a Minor League club and service with a Major League Club.

(4) “Imputed Loan Interest Rate” for each Contract Year shall mean the annual “Federal mid-term rate” as defined in Section 1274(d) of the Internal Revenue Code for the October preceding that Contract Year.

(5) “Performance Bonus” shall mean a payment to a Player conditioned upon the Player having achieved certain specified levels of activity, provided that such bonuses must be consistent with Major League Rule 3(b).

(6) “Award Bonus” shall mean a payment to a Player conditioned upon the Player having achieved a particular status in connection with a recognized or agreed-upon award or honor.

(7) “Base Salary” shall mean the amount set out in paragraph 2 of a Uniform Player’s Contract for a given championship season or any amount included in a Special Covenant in lieu of inclusion in paragraph 2.

(8) “Guaranteed Year” shall mean any championship season included in a Uniform Player’s Contract for which more than 50% of the Player’s Base Salary is guaranteed by the Contract in the event of termination under paragraph 7(b)(2).



(9) “Base Tax Threshold” shall be defined as provided in Section B below.

(10) “Surcharge Thresholds” shall be defined as provided in Section B below.

(11) “Actual Club Payroll” shall be defined as provided in Section C below. Each Club’s final Actual Club Payroll for a Contract Year in which the Competitive Balance Tax is applicable shall be calculated on the December 2 following that Contract Year and shall be the exclusive figure used for the purpose of determining whether a Club has exceeded the Base Tax or Surcharge Thresholds.

(12) “Salary” shall be defined as provided in Section E below and shall be attributable to Contract Years as provided in Sections C and E below.

(13) “Benefits” or “Player Benefit Costs” shall be defined as provided in Section D below.

## **B. Determination of Competitive Balance Tax**

### *(1) Calculation of Tax*

A Club with an Actual Club Payroll that exceeds the Base Tax Threshold applicable in that Contract Year (“Tax Threshold” or “Base Tax Threshold”) shall be assessed a Competitive Balance Tax on the difference between its final Actual Club Payroll and the Base Tax Threshold. In addition, a Club with an Actual Club Payroll that exceeds one or both of the Surcharge Thresholds shall be assessed an additional Competitive Balance Tax as described below. A Club with an Actual Club Payroll at or below the Base Tax Threshold shall incur no Competitive Balance Tax for that Contract Year.

### *(2) Base Tax Thresholds*

The Base Tax Threshold shall be \$195 million in the 2017 Contract Year, \$197 million in the 2018 Contract Year, \$206 million in the 2019 Contract Year, \$208 million in the 2020 Contract Year, and \$210 million in the 2021 Contract Year.

### *(3) Base Tax Rates*

The Base Competitive Balance Tax rates are provided below.

(a) For a Club that has an Actual Club Payroll above the Base Tax Threshold in any Contract Year, the applicable Competitive Balance Tax rate shall be:

(i) 20% if the Club did not exceed the Base Tax Threshold in the preceding Contract Year (“First-Time CBT Payor”);

(ii) 30% if the Club exceeded the Base Tax Threshold in the preceding Contract Year, but did not exceed the Base Tax Threshold in the Contract Year two years prior (“Second-Time CBT Payor”); and

(iii) 50% if the Club exceeded the Base Tax Threshold in both of the two preceding Contract Years (or in more than two preceding Contract Years) (“Third-Time CBT Payor”).

(b) In determining in how many consecutive preceding Contract Years a Club’s Actual Club Payroll exceeded the Base Tax Threshold (and, accordingly, whether a Club is a First-, Second-, or Third-Time CBT Payor), instances in which the Club’s Actual Club Payroll exceeded the “Tax Threshold” (as defined in Article XXIII of the 2012–2016 Basic Agreement) in any Contract Year covered by the 2012–2016 Basic Agreement shall be counted. To illustrate, a Club that had an Actual Club Payroll above \$189 million in both the 2015 and 2016 Contract Years (when, under the terms of the 2012–2016 Basic Agreement, the Tax Threshold was \$189 million), and has an Actual Club Payroll for the 2017 Contract Year that exceeds \$195 million (the Base Tax Threshold for the 2017 Contract Year), shall be deemed to have exceeded the Base Tax Thresholds in the two Contract Years prior to the 2017 Contract Year and, therefore, would be considered a Third-Time CBT Payor and charged a Base Tax Rate of 50% in 2017.

#### (4) *Surcharge Thresholds, Rates, and Penalties*

In addition to the Base Tax Threshold for each Contract Year, there shall be two Surcharge Thresholds. A Club with an Actual Club Payroll that exceeds one or both of the Surcharge Thresholds applicable in that Contract Year shall be assessed an additional Competitive Balance Tax on the amount by which its Actual Club Payroll exceeds the Surcharge Threshold(s), as set forth below.

(a) *Surcharge Thresholds*

(i) First Surcharge Threshold: The First Surcharge Threshold shall be \$215 million in the 2017 Contract Year, \$217 million in the 2018 Contract Year, \$226 million in the 2019 Contract Year, \$228 million in the 2020 Contract Year, and \$230 million in the 2021 Contract Year.

(ii) Second Surcharge Threshold: The Second Surcharge Threshold shall be \$235 million in the 2017 Contract Year, \$237 million in the 2018 Contract Year, \$246 million in the 2019 Contract Year, \$248 million in the 2020 Contract Year, and \$250 million in the 2021 Contract Year.

(b) *Surcharge Rates*

In addition to the Base Tax Rate applicable to the amount by which Actual Club Payroll exceeds the Base Tax Threshold, Clubs with an Actual Club Payroll that exceeds one or both Surcharge Thresholds will pay an additional Competitive Balance Tax on the amount of its Actual Club Payroll over the applicable Surcharge Threshold(s) for that Contract Year. All proceeds generated as a result of these surcharges shall be considered proceeds of the Competitive Balance Tax for purposes of Section B(6) below.

(i) Surcharge Rate for Exceeding the First Surcharge Threshold: A Club with an Actual Club Payroll that exceeds the First Surcharge Threshold shall pay a 12% surcharge rate, on top of the applicable Base Tax Rate, on the amount of its Actual Club Payroll above the First Surcharge Threshold but at or below the Second Surcharge Threshold.

(ii) Surcharge Rate for Exceeding the Second Surcharge Threshold: A Club with an Actual Payroll that exceeds the Second Surcharge Threshold in any Contract Year shall pay an additional 45% surcharge rate, on top of the applicable Base Tax Rate, on the difference between its Actual Club Payroll and the Second Surcharge Threshold. Notwithstanding the foregoing, a First-Time CBT Payor Club shall be charged a 42.5% surcharge rate (rather than the 45% surcharge rate applicable to Second- or Third-Time CBT Payor Clubs) on the difference between its Actual Club Payroll and the Second Surcharge Threshold.

The following chart summarizes the Competitive Balance Tax rate a First-, Second-, and Third-Time CBT Payor would incur on the portions of its Actual Club Payroll exceeding the Base Tax Threshold, the First Surcharge Threshold, and the Second Surcharge Threshold.

<b>Amount Actual Club Payroll Exceeds Base Tax Threshold (\$M)</b>	<b>First-Time CBT Payor</b>	<b>Second-Time CBT Payor</b>	<b>Third-Time+ CBT Payor</b>
≤\$20 (Base Tax Rate)	20%	30%	50%
\$20-\$40 (Base Tax + 1st Surcharge Rate)	32%	42%	62%
>\$40 (Base Tax + 2nd Surcharge Rate)	62.5%	75%	95%

By way of illustration, a Third-Time CBT Payor Club with a \$260 million payroll in 2018 will pay a 50% tax rate on its payroll between \$197 million and \$217 million; a 62% tax rate on its payroll between \$217 million and \$237 million; and a 95% tax rate on payroll in excess of \$237 million.

*(c) Rule 4 Draft Selection Penalty for Exceeding Second Surcharge Threshold*

Beginning in the 2018 Contract Year and continuing thereafter, any Club with an Actual Club Payroll at or above the applicable Second Surcharge Threshold in that Contract Year shall have its highest available selection in the next Rule 4 Draft moved back ten places in the Draft order. This penalty will apply in each Contract Year in which the Club exceeds the Second Surcharge Threshold, regardless of whether the Club is a First-, Second-, or Third-Time CBT Payor or whether the Club has incurred the same penalty for exceeding the Second Surcharge Threshold in a prior year. Notwithstanding the foregoing, a Club shall not have its highest available selection moved back in the Draft if that selection is in the top six selections of the first round of the Draft (not including supplemental selections awarded pursuant to Major League Rule 4(c)(2)), but rather shall have its second-highest selection moved back ten places.

For purposes of this section, a Club's highest available selection or second-highest available selection in the next Rule 4

Draft, whichever is applicable, shall be determined after accounting for any selections received or forfeited pursuant to Article XX(B)(4) or Major League Rules 3(c)(4)(B), 4(c)(2), or 4(k); or selections acquired via assignment.

The penalty shall be assessed immediately preceding the Rule 4 Draft.

(5) *Phase-In for the 2017 Contract Year*

For the 2017 Contract Year only, a Club's Competitive Balance Tax obligation and/or penalties shall be the lesser of: (i) the amount of Competitive Balance Tax the Club would owe for the 2017 Contract Year under the terms of Sections B(1)-(4) above; and (ii) the average of the amount of Competitive Balance Tax the Club would owe for the 2017 Contract Year under the terms of Sections B(1)-(4) above and the amount of Competitive Balance Tax the Club would have owed had the terms of Article XXIII in effect in 2016 (i.e., a \$189 million Tax Threshold and the Competitive Balance Tax rates set forth in Article XXIII(B)(3) of the 2012–2016 Basic Agreement) remained in effect in 2017.

(6) *Collection of Competitive Balance Tax Proceeds*

(a) On the December 2 following each Contract Year, the Commissioner's Office shall notify the Association and all Clubs of any amounts owed by any Clubs under the Competitive Balance Tax. Clubs shall make Competitive Balance Tax payments to the Commissioner's Office on or before January 21 of the next calendar year.

(b) Any Club that does not remit the full amount of the Competitive Balance Tax due by that date shall have its next Major League Central Fund ("Central Fund") distribution and subsequent distributions, each net of any debt service obligation under the industry credit facility, reduced by up to 50% until such obligation is satisfied. For purposes of this subparagraph (b) only, royalty payments from Major League Baseball Properties shall not be considered part of a Club's Central Fund distribution. Beginning with the day following the payment date specified in subparagraph (a) above, interest shall be charged on any unpaid Competitive Balance Tax amounts at the Imputed Loan Interest

Rate for the then current Contract Year. Any interest collected pursuant to the preceding sentence shall be for the benefit of and made available to the Industry Growth Fund.

### **C. Determination of Actual Club Payroll**

#### *(1) Definition of Actual Club Payroll*

“Actual Club Payroll” of a Club in a Contract Year shall be the sum of:

(a) a 1/30th share of Player Benefit Costs (and a similar pro rata share if the number of Major League Clubs changes), as determined in Section D below;

(b) the sum of the yearly Salaries (as determined in accordance with Section E below and as allocated among Clubs in accordance with this Section C) attributable to that Contract Year of all Players under a Uniform Player’s Contract with the Club for that Contract Year (including optionally assigned contracts); and

(c) any other amount includible in or deductible from Actual Club Payroll as a result of the operation of Section C(2)(f) below or as a result of any Club, any Player and/or either of the Parties hereto having engaged in a transaction contrary to Section G(1) below or as a result of an award by the Arbitration Panel under Article XI and/or Section F below.

#### *(2) Rules for Allocation of Salary*

##### (a) General Rule

If a Player remains on a Major League Club’s Active List (as defined in Article XXI) for an entire championship season, then all of the Salary attributable to the Contract Year in which that championship season falls shall be allocated to the Club’s Actual Club Payroll in that Contract Year.

##### (b) Assignment of Contract

(i) General Rule: If a Uniform Player’s Contract is assigned by any means to another Major League Club, the assignor Club shall be allocated Salary through the date of the assignment and

Salary shall begin being allocated to the assignee Club on the following day, regardless of the Player's reporting date.

(ii) Bonuses: Salary arising from Performance Bonuses earned after the assignment shall be allocated between the assignor and assignee Clubs in proportion to the total number of relevant events attained during the Contract Year with each Club. Salary arising from Award Bonuses earned after the assignment and within the Contract Year of the assignment shall be allocated to the Actual Club Payrolls of the assignor and assignee Clubs pursuant to Section C(2)(b)(i) above. Salary arising from assignment bonuses earned upon or after the assignment and within the Contract Year of the assignment shall be included in the Actual Club Payroll of the Club(s) responsible for paying it in the Contract Year in which the bonus is earned.

(iii) Cash Consideration: An assignor Club that pays cash consideration to defray all or part of the salary obligation of the assignee Club for an assigned Player or Players shall include such cash consideration in its Actual Club Payroll on a pro-rata basis over the remaining Guaranteed Years of the assigned Contract(s). Cash consideration that is conditionally payable based on the Player's earning of performance or award bonuses will be included in the Actual Club Payroll of the Club responsible for paying the bonus in the Contract Year in which the bonus is earned. Cash consideration that is conditionally payable based on the outcome of Club or Player Option decisions will be included in the pro-rata calculation described above if the consideration is contingent on the decline of a Club Option Year or the exercise of a Player Option Year, but will not be included if contingent on the exercise of a Club Option Year or the decline of a Player Option Year. If any cash consideration not originally included in the pro-rata calculation described above is ultimately paid as a result of the outcome of Club or Player Option decisions, the cash consideration will be included in the Contract Year(s) covered by the Club or Player Options. An assignor Club that pays cash consideration in lieu of assigning an unnamed player shall include such cash consideration in its Actual Club Payroll in the Contract Year in which the cash consideration is paid.

Any cash consideration that is included in the Actual Club Payroll of the payor Club shall be subtracted from the Actual Club Payroll of the payee Club in the same Contract Year in which it is added to the payor Club's Actual Club Payroll. Notwithstanding the foregoing, an assignee Club may not receive an aggregate credit against its Actual Club Payroll(s) for cash consideration received in an assignment that exceeds the sum of (a) the total amount of the acquired Player(s) Salaries that are included in the Club's Actual Club Payroll(s) following the assignment, and (b) any cash consideration paid by the assignee Club to another Club in a subsequent assignment of the acquired Player(s) that is attributable to those Players.

(iv) Salary Increase Upon Assignment: If a Uniform Player's Contract provides for an increase in Salary upon its assignment to another Major League Club, such increase shall be included in a Player's Salary upon assignment and attributed to the Contract Year (or Years) in which it is to be paid. Any such increase in Salary attributable to the Contract Year during which the assignment occurred shall be treated as an assignment bonus and allocated to the Actual Club Payrolls of the assignor and assignee Clubs pursuant to Section C(2)(b)(ii) above. Any such increase in Salary attributable to a later Contract Year shall be allocated exclusively to the assignee Club.

(c) Contract Signed After Opening Day

If a Player first enters into a Uniform Player's Contract with a Club after Opening Day of the championship season with a Base Salary payable over a full championship season, the Club shall include in Actual Club Payroll such pro rata portion of the Base Salary attributable to that Contract Year as the number of days that the Player was on the Club's Active List (as defined in Article XXI) bears to the number of days in the championship season. Notwithstanding the above, if such Uniform Player's Contract covers multiple championship seasons, the Club shall instead include in Actual Club Payroll for the first championship season covered by the Contract the amount calculated pursuant to subsection E(2) below.



(d) Termination of Contract

(i) If a Club terminates a Uniform Player's Contract that covers a single championship season, the Club shall include in its Actual Club Payroll for the Contract Year in which that season falls any Salary paid to that Player, either under this Agreement or a Special Covenant to the Contract (subject to any offset called for by this Agreement or a Special Covenant).

(ii) If a Club terminates a multi-year Uniform Player's Contract while it remains obligated to pay Salary under either this Agreement or a Special Covenant to the Contract, Salary shall be allocated to that Club for each Contract Year during which its obligation continues. Salary shall be attributed to each such Contract Year pursuant to this Article XXIII (subject to any offset called for by this Agreement or a Special Covenant). This attribution shall apply even if the Club pays the Salary in advance.

(e) Split Contracts

The earnings of a Player signatory to a Split Contract shall be included in Actual Club Payroll at the total amount of the Player's actual baseball earnings under that Contract from Major League Clubs (and from Minor League clubs, if any) for that Contract Year.

(f) Outright Assignment to a Minor League club

Any Uniform Player's Contract that is assigned outright to a Minor League club during the term of this Agreement shall be included in the Club's Actual Club Payroll. Any Uniform Player's Contract that was assigned outright to a Minor League club prior to the effective date of this Agreement shall be excluded from Actual Club Payroll; provided, however, that if any Uniform Player's Contract that was assigned outright to a Minor League club prior to this Agreement is subsequently selected to a Club's 40-man roster, the entire remaining Salary under that Uniform Player's Contract shall be included in Actual Club Payroll, even if the Player is thereafter assigned outright to a Minor League club.

## **D. Benefits or Player Benefit Costs**

### *(1) Definition*

The Clubs' Benefits or Player Benefit Costs for a particular Contract Year shall include the sums paid (or to be paid on a proper accrual basis for that Contract Year) by or on behalf of the Clubs for, to, or on behalf of present Players (and former Players when expressly noted) for:

(a) contributions to the Major League Baseball Players Benefit Plan, in the full amounts called for by paragraph 5 of the Agreement re Major League Baseball Players Benefit Plan (including contributions made on behalf of former Players and others but excluding contributions made from Competitive Balance Tax proceeds);

(b) workers' compensation premiums, payroll, unemployment compensation and social security taxes (including payments made on behalf of a Player released from a Contract that covers that Contract Year, provided that the Player's Salary is included in a Club's final Actual Club Payroll for that Contract Year);

(c) Spring Training allowances (as described in Article VII(C)), championship season meal and tip allowances (as described in Article VII(B)), All-Star Game expenses (as described in Article VII(D)) and "in-season supplemental allowances" (as described in Article VII(E));

(d) moving and traveling expenses (as described in Article VIII), including payments made to former Players in connection with relocations resulting from assignments while they were active Players;

(e) contributions (in their entirety) to the post-season Players' pool as described in Article X;

(f) the College Scholarship Plan and Continuing Education Program (including payments made on behalf of former players); and

(g) player medical costs (e.g., fees to doctors, hospitals, and other health care providers, and the drugs and other medical supplies for the treatment of Player injuries), but not including salaries of trainers or other Club personnel, or the costs of Club

medical or training equipment, or any costs reimbursed or paid for through workers' compensation or any other medical insurance.

Starting with the 2017 Contract Year and for purposes of subparagraph (a) above, the first \$13 million of CBT proceeds in the prior Contract Year (or whatever portion thereof if less than \$13 million in CBT proceeds is collected) that are used to defray Club funding obligations arising from the Players Benefit Plan shall be deducted from Players Benefit Plan Costs. In no event shall this deduction exceed \$13 million in aggregate for the 30 Clubs in any Contract Year.

For the 2017 Contract Year, the Clubs' costs under paragraphs (b) through (g) above shall be \$219,300,000 (\$7,310,000 per Club).

(2) *Limitation on Annual Increase*

Notwithstanding the foregoing, beginning with the increase from the 2017 to the 2018 Contract Year, the annual rate of increase for the Clubs' costs under paragraphs (b) through (g) above shall be the higher of 6.0% and the annual rate of increase over that year in the combined "sum of the yearly Salaries" (described in Section C(1)(b) above) for all Clubs.

**E. Determination of Salary**

The determination of a Player's Salary for a particular Contract Year for the purposes of interpretation and application of this Article XXIII only shall be in accordance with the following rules.

(1) *General Rule*

"Salary" shall mean the value of the total compensation (cash or otherwise) paid to a Player pursuant to the terms of a Uniform Player's Contract, including any guarantee by the Club of payments by third parties, for a particular championship season. Salary shall include, without limitation, the value of non-cash compensation such as the provision of personal translators, personal massage therapists, and airfare and tickets exceeding normal Club allotments. Consistent with the rules set out below, all compensation paid to a Player pursuant to the terms of a Uniform Player's Contract shall be attributa-

ble to the Contract Year(s) in which the Player is required under the Contract to render services to a Club as a baseball player, regardless of how the compensation is characterized under the Contract.

(2) *Average Annual Value of Guaranteed Multi-Year Contracts*

A Uniform Player's Contract with a term of more than one (1) championship season ("Multi-Year Contract") shall be deemed to have a Salary in each Guaranteed Year equal to the "Average Annual Value" ("AAV") of the Contract (plus any bonuses subsequently included by operation of Section E(4) below). The AAV shall be calculated as follows: the sum of (a) the Base Salary in each Guaranteed Year plus (b) any portion of a Signing Bonus (or any other payment that this Article deems to be a Signing Bonus) attributed to a Guaranteed Year in accordance with Section E(3) below plus (c) any deferred compensation or annuity compensation costs attributed to a Guaranteed Year in accordance with Section E(6) below shall be divided by the number of Guaranteed Years. Notwithstanding the foregoing, if a Multi-Year Contract is signed after Opening Day of the championship season, the: (i) Base Salary in the first Guaranteed Year for purposes of the AAV calculation shall be determined by multiplying that Base Salary by a fraction, the numerator of which shall be the number of championship season days that the Player was paid the Base Salary, and the denominator shall be the number of championship season days in that championship season; and (ii) the first Guaranteed Year shall not be considered a full Guaranteed Year for purposes of the AAV calculation, but shall be considered a partial year equal to the fraction described in subsection (i) above.

(3) *Signing Bonuses*

Any Signing Bonus in a Uniform Player's Contract (and any other payment this Article deems to be a Signing Bonus) shall be attributed, pro rata, over the Guaranteed Years of the Contract. If a Contract contains no Guaranteed Years, the Signing Bonus shall be attributed in full to the first year of the Contract.

(4) *Performance, Award and Other Bonuses*

(a) Any amounts that are actually earned by a Player as Performance Bonuses, Award Bonuses or any other bonuses properly included in a Uniform Player's Contract shall be included as part of

the Player's Salary in the Contract Year in which the service or performance giving rise to the Bonus was provided. Potential bonuses shall not be included in the AAV calculation made pursuant to Section E(2) above.

(b) A Special Covenant in a Uniform Player's Contract that provides that Player performance or achievement in one year of the Contract will increase the Base Salary in other year(s) of the Contract shall not be considered in the determination of Salary until the triggering event occurs (other than, if applicable, as a "potential bonus"), unless it is determined by the Arbitration Panel that the Special Covenant was designed to defeat or circumvent the intention of the Parties as reflected in this Article XXIII. As long as such a finding is not made, the additional Base Salary triggered by the Special Covenant shall count as part of the Player's Salary in the Contract Year(s) to which it is attributed by the Contract once the triggering event has occurred. Multi-Year Contracts shall not be recalculated on an AAV basis once the triggering event has occurred; the additional Base Salary shall be added to the Salary as originally calculated for the Contract Year in question.

(5) *Option Contracts*

(a) Definitions

(i) A "Club Option Year" shall mean a championship season covered by a Uniform Player's Contract in which the amount payable pursuant to paragraph 2 of the Contract becomes due or guaranteed at the election of the Club or by reason of specified performance by a Player. Club Option Years shall not be considered "Guaranteed Years." In addition, any other championship season included in a Multi-Year Contract that is not a Guaranteed Year shall be treated as a Club Option Year.

(ii) A "Player Option Year" shall mean a championship season covered by a Uniform Player's Contract: (A) in which the amount payable pursuant to paragraph 2 of the Contract becomes due or guaranteed at the election of the Player; or (B) that can be nullified by a Player for a reason other than those set forth in paragraph 7 of the Contract. A Player Option Year shall be considered a "Guaranteed Year" if, pursuant to the Player's right to elect or subject to his right to nullify, the terms of that year are guaran-

ted within the definition in Section A(8); provided, however, that a Player Option Year shall not be considered a Guaranteed Year if the payment the Player is to receive if he declines to exercise his option or nullifies the championship season is more than 50% of the Base Salary payable for that championship season. In the event that the Player has the right to exercise or nullify multiple Contract Years at one time (“Player Opt-Out”), the Contract Years following the Player Opt-Out shall be considered Guaranteed Years; provided however, that the Contract Years following the Player Opt-Out shall not be considered Guaranteed Years if the payment the Player is to receive if he opts out of the Contract is more than 50% of the sum of the Base Salaries in the Contract Years following the Player Opt-Out.

(iii) A “Dual Option Year” shall mean a championship season covered by a Uniform Player’s Contract in which the amount payable pursuant to paragraph 2 of the Contract becomes due or guaranteed at the election of either the Player or the Club. Salaries under any such Contract shall be calculated as if the Dual Option Year is a Player Option Year.

(iv) A “Mutual Option Year” shall mean a championship season covered by a Uniform Player’s Contract in which the amount payable pursuant to paragraph 2 of the Contract becomes due or guaranteed only upon the election of both the Player and the Club. Salaries under any such Contract shall be calculated as if the Mutual Option Year is a Club Option Year.

(b) Option Buyouts

(i) General Rule

(A) If a Uniform Player’s Contract contains a Club Option Year or a Player Option Year that is not deemed a Guaranteed Year pursuant to subparagraph (a)(ii) above and the Player is to receive consideration upon the non-exercise of that option or the nullification of a championship season (“Option Buy-out”), then such Option Buyout shall be deemed a Signing Bonus. If a Uniform Player’s Contract contains an Option Buyout for a Club decision not to exercise a Club Option Year and an Option Buyout for a Player decision not to exercise a Player Option Year (or to nullify a championship season) that

is deemed a Signing Bonus pursuant to this subparagraph (b)(i), then the higher Option Buyout payment shall be deemed the Signing Bonus.

(B) If a Contract contains an Option Buyout relating to more than one Option Year, then only the Option Buyout that relates to the earliest Option Year in the Contract shall be deemed a Signing Bonus. If, however, the Player ultimately receives an Option Buyout that relates to an Option Year other than the earliest Option Year, that Option Buyout shall be included in Salary in the Contract Year covered by the option that was not exercised.

(C) If a Contract contains an earned bonus that increases an Option Buyout, the Bonus shall be included in the Salary attributed to the Contract Year immediately preceding the relevant Option Year.

(ii) Potential Adjustment to Payroll

Notwithstanding subparagraph (b)(i) above, if the Player ultimately does not receive the Option Buyout, then for the Contract Year covered by that option, no portion of the Buyout shall be included in any Club's final Actual Club Payroll. In addition, any Club whose final Actual Club Payroll in a previous Contract Year had included that Buyout (or a portion thereof) will receive a deduction (in the full amount of the Buyout included in previous Contract Years) in its final Actual Club Payroll in the Contract Year covered by that option.

(c) Club Option Years

If a Uniform Player's Contract covers one or more seasons that are Club Option Years, the Player's Salary for the championship seasons that are Club Option Years, if exercised, shall be the total of the Base Salary and any bonuses included by operation of Section E(4) above.

(d) Player Option Years

(i) If a Player fails to exercise or chooses to nullify a Player Option Year that is deemed a Guaranteed Year pursuant to Section E(5)(a)(ii) above, the difference between the amount paid to the Player under his Contract (including any Option Buyout pay-

ment) and the amount that has been attributed to Actual Club Payroll of a Club under that Contract shall be added to (or subtracted from) Actual Club Payroll in the Contract Year in which the Player Option Year falls. If the Contract has been assigned, the adjustment called for in the preceding sentence shall be made to the Actual Club Payroll(s) of the Club(s) to which Salary under that Contract had been attributed in any Contract Year. If a Player exercises or fails to nullify a Player Option Year that was not deemed a Guaranteed Year, the Player's Salary in the Player Option Year shall be the difference between the Salary provided in the Player Option Year (including any earned bonuses) and the Option Buyout that had been attributed, in all previous Contract Years, to a Club pursuant to Section E(5)(b)(i) above.

(ii) If the Base Salary (plus any deferred compensation or annuity costs) in a Player Option Year ("Player Option Year Value") is less than 80% of the Base Salary (plus any attributed Signing Bonus, deferred compensation or annuity costs) in the Guaranteed Year with the smallest such figure before the first such Player Option Year (80% Figure), then, for each such Player Option Year, the difference between the Player Option Year Value and the 80% Figure shall be allocated pro rata across the Guaranteed Years preceding the first such Player Option Year; provided, however, that if the 80% Figure is itself less than 75% of the AAV of the Contract (calculated as if the Player Option Year was not a Guaranteed Year), then the 80% Figure shall instead be 75% of the AAV calculation set out immediately above.

(6) *Deferred Compensation*

(a) Definition

"Deferred Compensation" shall mean any Salary payable to a Player pursuant to a Uniform Player's Contract in a Contract Year after the last championship season for which the Contract requires services as a baseball player to be rendered.

(b) Attribution

(i) Deferred Compensation shall be included in a Player's Salary as if paid in the championship season to which it is attributed under a Uniform Player's Contract. If a Contract does not



attribute Deferred Compensation, the Contract shall be treated as if the Deferred Compensation was attributed equally to each of the Guaranteed Years in the Contract.

(ii) If the Deferred Compensation is to be paid with interest at an effective rate that is within one and one-half percentage points of the Imputed Loan Interest Rate for the first Contract Year covered by the Contract, then the Deferred Compensation shall be included at its stated value. Otherwise, the Deferred Compensation shall be included at its present value in the season to which it is attributed, said present value to be calculated by increasing any such payments by the Contract's stated interest rate, if any, and then reducing such payments back to their present value by applying as a discount rate the Imputed Loan Interest Rate for the first Contract Year covered by the Contract. If the terms of a Contract are confirmed by the Association and the Office of the Commissioner before the Imputed Loan Interest Rate for the first Contract Year covered by the contract is available, the Imputed Loan Interest Rate shall be the annual "Federal mid-term rate" as defined in section 1274(d) of the Internal Revenue Code for the month preceding the month in which terms are confirmed. If a Uniform Player's Contract uses the date or year in which a Player retires as a triggering event for the commencement of payment of the Deferred Compensation, it will be assumed for purposes of calculating Salary under this Article only that the Player retires on the day that he reaches age 40 or at the end of the Contract, whichever is later.

(c) An "Annuity Compensation Arrangement" is an agreement in a Uniform Player's Contract whereby the Club promises to purchase an annuity to pay the Player after he is no longer required to render services as a baseball player under such Uniform Player's Contract.

(i) The portion of the cost of the annuity to be paid by the Club while the Player is required to render services as a baseball player under the Contract shall be included as Salary for the Contract Year in which such cost is to be paid.

(ii) The portion of the cost of the annuity instrument to be paid by the Club after the Player is no longer required to render services as a baseball player under such Contract, if any, shall be

treated as Deferred Compensation attributable pro rata over the Guaranteed Years of the Contract at its present value as calculated pursuant to paragraph (6)(b) above. Any compensation that the Player is scheduled to receive pursuant to such Annuity Compensation Arrangement shall not be considered Salary or Deferred Compensation.

(7) *Loans to Players*

For purposes of this Article XXIII, the following rules shall apply to any loans made by a Club to or at the direction of a Player.

(a) If any such loan bears no interest rate or an effective interest rate more than one and one-half percentage points below the Imputed Loan Interest Rate, then an amount of “Imputed Income” as calculated pursuant to subparagraph (b) below shall be included in the Player’s Salary for each Contract Year that the loan remains unpaid. For any other loan, there shall be no “Imputed Income” (as defined in subparagraph (b) below) included in the Player’s Salary.

(b) “Imputed Income” for each Contract Year covered by a Uniform Player’s Contract shall be calculated by multiplying the difference between the Imputed Loan Interest Rate and the stated rate, if any, by the outstanding balance of the loan.

(c) If a Club has made a loan to a Player and forgives part or all of the loan, the forgiven loan amount shall be counted as Salary in the Contract Year in which the loan is forgiven; provided, however, that if a loan that is made after October 23, 2006 is forgiven in a Contract Year in which there is no Competitive Balance Tax, and if the Club forgiving the loan would have been assessed a Competitive Balance Tax for any Contract Year had the loan, by itself or in combination with other loans, been considered Salary from the outset, then the forgiveness of the loan shall be presumed to be an action designed to defeat or circumvent the Competitive Balance Tax. Unless the Club that forgave such a loan can rebut the foregoing presumption, the Club shall be required to pay into the Central Fund an amount equal to the Competitive Balance Tax(es) that the Club would have paid (based on the Tax Thresholds that were in effect when final Actual Club Payrolls were cal-

culated for the Contract Year(s) in which a Competitive Balance Tax would have been paid) had the forgiven loan (or portion thereof) originally been considered Salary.

## **F. Association's Rights**

### *(1) Actual Club Payroll Information*

(a) In each Contract Year in which the Competitive Balance Tax is operational, the Office of the Commissioner shall provide the Association with two "Preliminary Actual Club Payroll Compilations," the first of which shall be provided within 14 days following Opening Day of that championship season and the second of which shall be provided within 14 days following that season's All-Star Game. Each Preliminary Actual Club Payroll Compilation shall consist of a list of each Club's Actual Club Payroll, broken down by Player, and an estimate of Player Benefit Costs for that Contract Year, as of Opening Day and the All-Star Game, respectively. In addition to the above, the Association may, from time to time, request the Office of the Commissioner to produce a Preliminary Actual Club Payroll Compilation or any portion thereof (including the Office of the Commissioner evaluation of any Uniform Player's Contract, the terms of which have been confirmed by the Association and the Office of the Commissioner) and the Office of the Commissioner shall provide such information within 14 days of each such request, provided that the Association will not make an unreasonable number of requests in any Contract Year.

(b) Upon the presentation of any evidence that a Player and a Club are prepared to agree to a Uniform Player's Contract, either Party to this Agreement (i.e., the Association or Office of the Commissioner) may initiate a process whereby the Parties prepare and exchange evaluations of that prospective Contract for Competitive Balance Tax purposes. The evaluations shall be exchanged within 48 hours of the initiation of the process by either Party.

(c) The Office of the Commissioner shall provide the Association with a list of the final Actual Club Payrolls, broken down by Player, and Player Benefit Costs for that Contract Year and the Competitive Balance Tax assessed against each Club ("final Actual Club Payroll Compilation"), if any, for the just completed championship season

on or before the December 2 following each championship season covered by this Agreement in which the Competitive Balance Tax is applicable.

(2) *Association's Rights to Challenge*

(a) Information Provided Pursuant to Section F(1)(a)

The Association shall have the right to question any calculation included in any information provided pursuant to Section F(1)(a) above and the Office of the Commissioner shall provide an answer to any such question within 10 days. If thereafter the Association disagrees with any calculation, it may file a challenge in the Grievance Procedure in Article XI at any time before the next November 30. At the request of either Party, any such Grievance shall be handled on an expedited basis, with documents being exchanged within 10 days of the filing of the Grievance, a hearing commencing within 15 days of the filing of the Grievance and the Panel issuing an Award (with opinion to follow, if necessary) no later than 15 days after the commencement of the hearing. Failure by the Association to challenge any such calculation shall not preclude the Association from challenging that calculation if contained in a final Actual Club Payroll Compilation nor shall such failure be of any relevance in such a challenge.

(b) Information Provided Pursuant to Section F(1)(b)

The Association shall have the right to question any calculation included in any information exchanged pursuant to Section F(1)(b) above and the Office of the Commissioner shall provide an answer to any such question within 24 hours. If thereafter the Association disagrees with the calculation put forward by the Office of the Commissioner, it may file a challenge in the Grievance Procedure in Article XI within three business days. Any such Grievance shall be handled on an expedited basis, with documents being exchanged as soon as possible, a hearing commencing within three business days of the filing of the Grievance (or as soon thereafter as is practicable) and the Panel issuing an Award (with opinion to follow, if necessary) no later than three business days after the commencement of the hearing. Failure by the Association to challenge any such calculation shall not preclude the Association from challenging that cal-

calculation if contained in a final Actual Club Payroll Compilation, nor shall such failure be of any relevance in such a challenge. Failure by the Office of the Commissioner to raise or pursue with the Arbitration Panel any disagreement with the Association concerning information exchanged pursuant to Section F(1)(b) above shall be irrelevant to any challenge by the Association to any calculation.

(c) Information Provided Pursuant to Section F(1)(c)

The Association may challenge any calculation included in information provided pursuant to Section F(1)(c) (the final Actual Club Payroll Compilation) by filing a Grievance pursuant to Article XI. If the Association disagrees with any calculation that affects the Competitive Balance Taxes assessed for that Contract Year, it shall file a Grievance within 45 days after it has received that Year's final Actual Club Payroll Compilation and the notice of assessed Competitive Balance Taxes (see Section B(6)(a)). Failure by the Association to challenge any calculation included in a final Actual Club Payroll Compilation shall not preclude the Association from challenging that calculation if contained in a final Actual Club Payroll Compilation for a later Contract Year, nor shall such failure be of any relevance in such a challenge. Such a challenge, however, will not result in changes to Competitive Balance Tax amounts assessed for prior Contract Years. Any Grievance challenging a final Actual Club Payroll Compilation shall be handled by the Parties on an expedited basis with documents being exchanged within 10 days of the filing of the Grievance, a hearing commencing within 15 days of the filing of the Grievance and the Panel issuing an Award (with opinion to follow, if necessary) no later than 15 days after the commencement of the hearing. The filing of a Grievance by the Association shall not preclude the Office of the Commissioner from assessing and collecting the Competitive Balance Tax in accordance with Section B and using Competitive Balance Tax proceeds in accordance with Section H, unless the Chair of the Arbitration Panel, upon application by the Association, provides otherwise. Unless the Chair provides otherwise, any adjustments to the Competitive Balance Tax assessments and distributions made pursuant to this Section F necessitated by the resolution of an Association Grievance shall be made by the Office of the Commissioner once the Grievance is finally resolved.

(d) Relationship to Grievance Procedure

(i) Nothing in this Section F is intended to affect the application of the Grievance Procedure to any other complaint involving the existence or interpretation of, or compliance with, this Article XXIII or any provision therein. Moreover, unless specifically modified by this Section F, it is intended that the provisions of Article XI will govern the resolution of disputes under this Article XXIII.

(ii) It is agreed that the existence of the expedited procedures in this Section F will not prohibit either Party from arguing that another dispute subject to Article XI should be heard prior to any dispute related to this Article XXIII.

**G. Other Undertakings**

(1) Neither the Parties hereto nor any Club or any Player shall enter into any agreement, Uniform Player's Contract or other transaction, that includes any terms designed to defeat or circumvent the intention of the Parties as reflected by this Article XXIII.

(2) At the time a Club and a Player enter into any Uniform Player's Contract, or at the time of the assignment of any Uniform Player's Contract, there shall be no unreported understandings or agreements of any kind between the Player and the Club. No other understandings or agreements, whether made before or after the signing of the Uniform Player's Contract or its assignment, shall be valid, recognizable or of any effect whatsoever, unless expressly set forth in a new or supplemental Uniform Player's Contract executed by the Player and the Club and complying with this Agreement and the Major League Rules. (See "Supplemental Agreements" paragraph of the Uniform Player's Contract.)

(3) A Club and a Player currently signatory to a Uniform Player's Contract may agree to modify or amend their contractual relationship by entering into a new Uniform Player's Contract that covers the next succeeding championship season if the following conditions are satisfied:

(a) If the new Uniform Player's Contract is signed between the last day of one championship season and the first day of the next championship season, it must begin no later than the

championship season following the next succeeding championship season; and if it does not begin with the next championship season, it cannot modify the terms of the Uniform Player's Contract covering the next succeeding championship season.

(b) If the new Uniform Player's Contract is signed during the championship season, it must begin with the next succeeding championship season and cannot modify the terms of the Uniform Player's Contract covering the then current championship season.

The AAV of such new Contract shall be increased or decreased, whichever is applicable and beginning with the new Contract's first Contract Year, by the figure arrived at by subtracting the amount of Salary that has been attributed under the rules of this Article XXIII to a Club in previous Contract Years under the Contract that is being replaced from the amount that was actually paid to the Player by a Club in those Contract Years. If a new Contract is signed during a championship season to commence with the next championship season, the calculation called for in this paragraph (3) shall be performed at the end of the then current championship season. Except for the limited circumstances described in this paragraph (3), no Player may be signatory to more than one unexpired Uniform Player's Contract at any time.

## **H. Uses of Competitive Balance Tax Proceeds**

Competitive Balance Tax proceeds collected pursuant to Section B(6) above shall be used as follows. Subsection H(1) sets forth the allocation for Competitive Balance Tax proceeds from the 2016 Contract Year only. Subsection H(2) sets forth the allocation for Competitive Balance Tax proceeds from all other Contract Years during the term of the Basic Agreement.

### *(1) 2016 Competitive Balance Tax Proceeds*

(a) The first \$2,375,400 of proceeds collected for the 2016 Contract Year shall be used to fund benefits to Players, as provided in the Major League Baseball Players Benefit Plan Agreements.

(b) 50% of the remaining proceeds collected for the 2016 Contract Year, with accrued interest, shall be used to fund contributions

to the Players' individual retirement accounts, as provided in the Major League Baseball Players Benefit Plan Agreements.

(c) The other 50% of the remaining proceeds collected for the 2016 Contract Year, with accrued interest, shall be used to defray the Clubs' funding obligations arising from the Major League Baseball Players Benefit Plan Agreements.

(2) *2017–21 Competitive Balance Tax Proceeds*

(a) The first \$13 million of proceeds collected for each Contract Year shall be used to defray the Clubs' funding obligations arising from the Major League Baseball Players Benefit Plan Agreements.

(b) 50% of the remaining proceeds collected for each Contract Year, with accrued interest, shall be used to fund contributions to the Players' individual retirement accounts, as provided in the Major League Baseball Players Benefit Plan Agreements.

(c) The other 50% of the remaining proceeds collected for each Contract Year, with accrued interest, shall be provided to Clubs that did not exceed the Base Tax Threshold in that Contract Year.

## **I. Sunset**

There shall be no Competitive Balance Tax in place following the 2021 championship season, and the Parties expressly acknowledge and agree that the provisions of this Article XXIII (except those concerning the collection and distribution of the Competitive Balance Tax proceeds for the 2021 Contract Year and the assessment of any associated penalties for exceeding the Base Tax or Surcharge Thresholds) shall not survive the expiration of this Agreement.

## **ARTICLE XXIV—The Revenue Sharing Plan**

### **A. Definitions**

(1) "Financial Information Questionnaire," or "FIQ," shall mean the questionnaire completed by each of the Major League Clubs and submitted, together with audited financial statements, on an annual basis for each revenue sharing year to the Office of the Commissioner. From time to time, Clubs are also required by the Office of the



Commissioner to supplement the FIQ by submitting additional information in a “Supplementary Information Questionnaire” (“SIQ”).

(2) A “Revenue Sharing Year” shall mean the fiscal year of the championship season that falls in that year (and shall be referred to, for any specific Revenue Sharing Year under this Article, as “2017,” “2018,” “2019,” etc., or the “2017 Revenue Sharing Year,” the “2018 Revenue Sharing Year,” etc.).

(3) “Defined Gross Revenue” shall mean the aggregate operating revenues from baseball operations received, or to be received on an accrual basis, as reported by each Club on an annual basis in the Club’s FIQ, but shall not include post-season revenue. “Baseball Operations” shall mean all activities of a Club that generate revenue, except those wholly unrelated to the business of Major League Baseball. Baseball Operations shall include (by way of example, but not by way of limitation):

(a) an activity that could be conducted by a non-Club entity but which is conducted by a Club because its affiliation or connection with Major League Baseball increases the activity’s appeal; and

(b) an activity from which revenue or value is received as a result of a decision or agreement to forego what otherwise would be Defined Gross Revenue.

(4) “Central Revenue” shall mean all of the centrally-generated operating revenues of the Major League Clubs that are administered by the Office of the Commissioner or central baseball including, but not limited to, revenues from national and international broadcasting agreements (television, cable, radio and Internet), Major League Baseball Properties Inc., MLB Advanced Media, L.P., The MLB Network, LLC, the Copyright Arbitration Royalty Panel, the All-Star Game, and national marketing and licensing.

(5) “Local Revenue” shall mean a Club’s Defined Gross Revenue less its share of Central Revenue.

(6) “Actual Stadium Expenses” shall mean the “Stadium Operations Expenses” of each Club, as reported on an annual basis in the Club’s FIQ.

(7) “Net Local Revenue” shall mean a Club’s Local Revenue less its Actual Stadium Expenses.

(8) “Revenue Sharing Plan” or “Plan” shall mean the local revenue sharing agreement set forth in this Article XXIV, including the Commissioner’s Discretionary Fund.

(9) The “Net Transfer Value” of the Revenue Sharing Plan for each Revenue Sharing Year shall be the total transfer value that would be generated by a 48% straight pool plan using the Clubs’ Net Local Revenue from the prior year (e.g., for the 2018 Revenue Sharing Year, the Net Transfer Value shall be the total transfer that would be generated by a 48% straight pool plan using the Clubs’ Net Local Revenue from 2017), without accounting for any distributions from the Commissioner’s Discretionary Fund or adjustments due to the market disqualification mechanisms described in Section A(12) below.

(10) “Revenue Sharing Formula” shall mean the portion of the Plan’s Net Transfer Value that Major League Clubs shall contribute or receive in each Revenue Sharing Year, based on the following formula:

(a) Each Club shall contribute to a putative pool a percentage of a blended average of Net Local Revenue from the prior three Revenue Sharing Years as follows: (i) 50% of its Net Local Revenue from the prior Revenue Sharing Year; (ii) 25% of its Net Local Revenue from the Revenue Sharing Year two years prior; and (iii) 25% of its Net Local Revenue from the Revenue Sharing Year three years prior. The Club’s total contribution to the putative pool shall be referred to as the Club’s “Blended Net Local Revenue,” and the putative pool shall be referred to as the “Blended Net Local Revenue Pool.”

(b) The Blended Net Local Revenue Pool shall be divided equally among the Clubs, with the difference between each Club’s payment into the Blended Net Local Revenue Pool and its receipt therefrom producing the Club’s net payment or net receipt. Each Club’s net payment or net receipt shall be expressed as a percentage of the total net transfer produced by the Blended Net Local Revenue Pool (“Transfer Percentage”). Clubs’ Trans-

fer Percentages will be determined for each Revenue Sharing Year pursuant to the formula in this Section A(10).

(c) For each Revenue Sharing Year, a Club's Transfer Percentage as calculated above shall be multiplied by the Net Transfer Value of the Plan for that Revenue Sharing Year as described in Section A(9) above to determine the Club's payment or receipt for that Year. Clubs that pay more than they receive under the Revenue Sharing Plan shall be referred to as "Revenue Sharing Payor Clubs" and Clubs that receive more than they pay under the Revenue Sharing Plan shall be referred to as "Revenue Sharing Payee Clubs."

(d) For the 2017 Revenue Sharing Year only, the amount of a Club's contribution or receipt under the Plan shall be the average of: (i) the amount of the Club's net payment or net receipt under the formula described in this Section A(10), and (ii) the amount of the Club's net payment or net receipt calculated as if the Revenue Sharing formula in effect during the 2016 Revenue Sharing Year remained in effect for the 2017 Revenue Sharing Year.

(11) The "Commissioner's Discretionary Fund" shall consist of no more than \$15 million in Major League Central Fund money that is raised equally from all Clubs for each Revenue Sharing Year. The Commissioner may make distributions from the Commissioner's Discretionary Fund to a Club or Clubs, in amounts and at times to be determined at the Commissioner's discretion, subject to the following guidelines and procedures.

(a) Guidelines. The Commissioner, in exercising this discretion, shall take no action that is inconsistent with this Agreement. By way of example, but not limitation, the Commissioner may not consider: (i) positions that a Club has taken with respect to any matter before the Clubs, the Executive Council or the Office of the Commissioner; (ii) a Club's contracting decisions with respect to or contemplated offers to free agents or free agent eligible players; or (iii) whether a Club's Actual Club Payroll is or has been above the Competitive Balance Tax threshold established in Article XXIII, above. In addition, the Commissioner shall not, absent agreement of the Parties, distribute more than

\$4 million to any individual Club in any Revenue Sharing Year or make more than one distribution to any Club with a Market Score of greater than 100 during the term of the Agreement.

(b) Procedures.

(i) Written Requests. Any Club seeking a distribution from the Commissioner's Discretionary Fund shall submit a request in writing to the Commissioner. The written request must include, but need not be limited to: (i) the amount requested; (ii) the use(s) to which the Club intends to put the requested distribution; and (iii) an explanation of how, in the Club's view, the requested distribution should improve the Club's performance on the field. The Commissioner shall respond in writing to each request for a distribution from the Commissioner's Discretionary Fund.

(ii) Consultation with the Association. The Commissioner shall, within 30 days of receiving a request pursuant to subparagraph (b)(i) above, provide to the Association a copy of the written request and his preliminary position on the request (e.g., inclined to grant, might consider if modified, or not inclined to grant). The Commissioner shall, at the Association's request, consult with the Association prior to making any distribution. At the Association's request, the Commissioner shall also consult with the Association regarding a request that he is not inclined to grant in its current form. The Commissioner shall give notice to the Association at least 15 days prior to making any distribution, unless such notice is not possible under the circumstances. In such case, the Commissioner shall provide as much notice to the Association as is possible under these circumstances, but, in no event, shall any distribution be made without at least five (5) days' written notice to the Association. As part of any such consultation process, the Commissioner shall provide the Association with the documents required to be produced pursuant to Section D(2)(k) of this Article and any document reasonably requested by the Association pursuant to Section D(2).

(iii) Timing of Distributions. The Commissioner shall attempt to make distributions for a given Revenue Sharing Year no later than December 1. The Commissioner may make

distributions that are contingent on a Club's satisfaction of specified conditions and may carry over funds to the next Revenue Sharing Year if the money is not distributed because the conditions were not fulfilled.

(12) Clubs with a Market Score greater than 100, as reflected in Attachment 26, shall be fully disqualified from receiving revenue sharing in the 2017-21 Revenue Sharing Years, except as set forth in Section A(11) above. Notwithstanding the foregoing, the revenue sharing disqualification of the Oakland Athletics shall be phased in as follows: 25% disqualified in the 2017 Revenue Sharing Year; 50% disqualified in the 2018 Revenue Sharing Year; 75% disqualified in the 2019 Revenue Sharing Year; and fully disqualified in the 2020 and 2021 Revenue Sharing Years. However, the Oakland Athletics shall be considered a market-disqualified Club for purposes of subparagraphs 12(a) and (b) below, beginning in 2017.

(a) Distribution of Market Disqualification Proceeds: Except as provided by subparagraph 12(b) below, revenue sharing proceeds forfeited by market-disqualified Clubs by operation of this Section A(12) shall be refunded to Revenue Sharing Payor Clubs. Revenue Sharing Payor Clubs shall receive a share of forfeited proceeds in proportion to their paid share of the Net Transfer Value for a given Revenue Sharing Year (referred to as the Club's "Market Disqualification Refund").

(b) Forfeiture of Market Disqualification Refund: Notwithstanding subparagraph 12(a) above, a Revenue Sharing Payor Club may forfeit some or all of its Market Disqualification Refund in a Revenue Sharing Year if its Actual Club Payroll during the same Contract Year exceeds the Base Tax Threshold under Article XXIII ("CBT Payor Club"). The percentage of the Market Disqualification Refund that a CBT Payor Club shall forfeit, if any, will be determined by the number of consecutive Contract Years that it had been a CBT Payor Club, as set forth below and regardless of whether the consecutive Contract Years fell within the term of this or the immediately preceding Basic Agreement. Revenue Sharing Payor Clubs shall receive their full Market Disqualification Refund in any year in which they are not a CBT Payor Club even if they were a CBT Payor Club in prior Contract Years.

(i) Tier 1: A Revenue Sharing Payor Club shall receive 100% of its Market Disqualification Refund if it is a CBT Payor Club during the Contract Year at issue but was not a CBT Payor Club in the immediately preceding Contract Year.

(ii) Tier 2: A Revenue Sharing Payor Club shall forfeit 25% of its Market Disqualification Refund if, during the Contract Year at issue, it is a CBT Payor Club for a second consecutive Contract Year.

(iii) Tier 3: A Revenue Sharing Payor Club shall forfeit 50% of its Market Disqualification Refund if, during the Contract Year at issue, it is a CBT Payor Club for a third consecutive Contract Year.

(iv) Tier 4: A Revenue Sharing Payor Club shall forfeit 75% of its Market Disqualification Refund if, during the Contract Year at issue, it is a CBT Payor Club for a fourth consecutive Contract Year.

(v) Tier 5: A Revenue Sharing Payor Club shall forfeit 100% of its Market Disqualification Refund if, during the Contract Year at issue, it is a CBT Payor Club for a fifth (or more) consecutive Contract Year.

(vi) Initial Assignment of Tier: For purposes of determining a Club's Tier for the 2017 Revenue Sharing Year—

(A) A Club that was not a 2016 CBT Payor Club is a Tier 1 Club if it is a CBT Payor Club in 2017.

(B) A Club that was not a 2015 CBT Payor Club but was a 2016 CBT Payor Club is a Tier 2 Club if it is a CBT Payor Club in 2017.

(C) A Club that was a CBT Payor Club in 2016 for the second consecutive Contract Year is a Tier 3 Club if it is a CBT Payor Club in 2017.

(D) A Club that was a CBT Payor Club in 2016 for the third consecutive Contract Year is a Tier 4 Club if it is a CBT Payor Club in 2017.

(E) A Club that was a CBT Payor Club in 2016 for the fourth (or more) consecutive Contract Year is a Tier 5 Club if it is a CBT Payor Club in 2017.

(vii) Subsequent Assignment of Tier:

(A) A Club will move up one Tier for each consecutive Contract Year it remains a CBT Payor Club.

(B) A Club that is a CBT Payor Club in a given Contract Year but is not a CBT Payor Club for the next two or more consecutive Contract Years will be a Tier 1 Club in the next Contract Year in which it is a CBT Payor Club.

(C) Notwithstanding anything to the contrary in subparagraphs b(i)-(v) above, a Club that is a CBT Payor Club in a given Contract Year but is not a CBT Payor Club for only the next Contract Year will have its assigned Tier reduced by two levels (but in no event to lower than Tier 1) in the next Contract Year in which it is a CBT Payor Club. For example, a Club that is at Tier 5 entering the 2018 Revenue Sharing Year but is not a CBT Payor Club in 2018 will receive its full Market Disqualification Refund in 2018, and will be a Tier 3 Club if it is a CBT Payor Club in 2019.

(viii) Distribution of Forfeited Refunds: Amounts forfeited in a given Revenue Sharing Year by operation of this subparagraph 12(b) shall be redistributed as follows.

(A) 50% of forfeited amounts shall be used to fund benefits to Players via the Major League Baseball Players Investment Plan.

(B) 50% of forfeited amounts shall be distributed to Revenue Sharing Payee Clubs, excluding market-disqualified Clubs, that either are not CBT Payor Clubs in the given Contract Year or are CBT Payor Clubs in the given Contract Year but were not CBT Payor Clubs in the immediately preceding Contract Year. Such distributions shall be made to the qualifying Revenue Sharing Payee Clubs in proportion to the amount of revenue sharing proceeds they received.

(13) The “Administrator” shall be the representative (or representatives) responsible, in consultation with the Association, for administration of the Revenue Sharing Plan under this Article XXIV. (See Section C, Administration, below.)

## **B. General Principles**

### *(1) Intent of the Plan*

The intent of the Revenue Sharing Plan is to transfer among the Clubs in each Revenue Sharing Year the amount of revenue that would have been transferred in that Year by a 48% straight pool plan, plus such transfers as may result from distributions of the Commissioner’s Discretionary Fund.

### *(2) Other Sharing*

Except as expressly provided for in the Basic Agreement or other agreements between the Parties, nothing in this Article is intended to alter current agreements among the Clubs pertaining to Central Revenue, including but not limited to the Major League Central Fund, the Office of the Commissioner, Major League Baseball Properties, Inc., Major League Baseball Advanced Media, L.P., The MLB Network, LLC, the Copyright Arbitration Royalty Panel, the All-Star Game, and national marketing and licensing. Notwithstanding the preceding sentence and except as expressly provided for in the Basic Agreement or other agreements between the Parties, the Office of the Commissioner shall take no action regarding the allocation or distribution of Central Revenue that is (i) in response to the operation of the Revenue Sharing Plan or (ii) inconsistent with the manner in which the Commissioner has allocated or distributed Central Revenue in the past.

### *(3) Accounting Rules*

In calculating net payments and net receipts, the Administrator, on behalf of the Clubs, shall use the definitions contained in the 2016 FIQ, subject to the provisions of Section C below. The intention is to continue to follow Generally Accepted Accounting Principles (“the GAAP rules”) in the adoption and application of revenue and expense definitions contained in the FIQ and to use GAAP or, in designated situations, federal tax principles, as the “default” stan-



dards in the accounting conventions, policies and practices reflected in the FIQ (and in any changes to any of the foregoing). It is acknowledged, however, that specific exceptions to the GAAP rules have been and will be warranted to ensure uniformity, consistency and fair treatment among the Clubs, subject to the provisions of Section C, below.

(4) *Interests of the Association*

The Revenue Sharing Plan may have a significant impact on the industry globally as well as on individual Clubs. Accordingly, the Parties acknowledge that the Association has a significant interest in any aspect of any of the components of the Revenue Sharing Plan or its operation materially affecting either: (a) the overall industry-wide transfer of revenue among Clubs; or (b) the amounts of payments made by individual Clubs and the amounts of receipts received by individual Clubs. This paragraph shall not be construed to limit the Association's right to assert that it has other legitimate interests in the operation of the Plan.

(5) *Other Undertakings*

(a) A principal objective of the Revenue Sharing Plan is to promote the growth of the Game and the industry on an individual Club and on an aggregate basis. Accordingly, each Club shall use its revenue sharing receipts (including any distributions from the Commissioner's Discretionary Fund) in an effort to improve its performance on the field. The following uses of revenue sharing receipts are not consistent with a Club's obligation under this paragraph 5(a) to use such receipts in an effort to improve its performance on the field: payments to service acquisition debt or any other debt that is unrelated to past or future efforts to improve performance on the field; payments to individuals other than on-field personnel or personnel related to player development; payments to entities that do not have a direct role in improving on-field performance; and distributions to ownership that are not intended to offset tax obligations resulting from Club operations. Consistent with his authority under the Major League Constitution, the Commissioner may impose penalties on any Club that fails to comply with this subparagraph 5(a). The Commissioner, in addition to other penalties he may impose for violations of any aspect of this subparagraph 5(a), may require a Club to sub-

mit a plan for its financial performance and competitive effort for the next two years. Such a plan must include a pro forma financial presentation that specifies its attendance, revenues, payroll, player development expenditures, non-player costs, and capital spending. The Commissioner, after consultation with the Players Association, may direct the Club to change aspects of its plan, including the level of competitive effort reflected in the plan, or take other actions as he considers appropriate (including escrow of a portion of a Club's revenue sharing payments).

The Association has the burden in any proceeding under the Grievance Procedure of demonstrating that the Club's use of its revenue sharing receipts was in violation of this subparagraph 5(a). In any such Grievance, the Arbitration Panel shall consider, among other things: (i) the Club's expenditures on scouting, player development, and player payroll; (ii) the Club's long-term strategy for improving competitiveness; (iii) the uses that the Club has historically made of revenue sharing receipts; and (iv) the overall financial position of the Club. Notwithstanding the above, if a Club's Actual Club Payroll pursuant to Article XXIII(C) is equal to less than 125% of its revenue sharing receipts in a given Revenue Sharing Year, the Club shall have the burden of establishing in any Grievance that its use of revenue sharing receipts was consistent with this subparagraph 5(a).

(b) Each Revenue Sharing Payee Club, no later than August 15, shall report on the performance-related uses to which it put its revenue sharing receipts in the current Revenue Sharing Year. That report shall include, in a single submission: a statement of the Club's strategy for competitive improvement, aggregate revenues, payroll, non-payroll costs, and operating profits, both planned and actual, over the recent past and projected for at least two years; provided that the aforementioned financial data may be generated by the Office of the Commissioner for inclusion in the submission.

(c) The Clubs and the Association recognize that the participation of two Clubs is necessary for the production of the on-field competition that the Clubs sell to the public. The net payments and net receipts required by this Article XXIV reflect a continuation of the amounts paid directly to the visiting Clubs and are in recognition of the principle that visiting Clubs should share, and in fact tra-

ditionally have shared, in the economic benefits jointly generated by the Game at another Club's home field.

(d) None of the Parties hereto shall enter into any agreement, or engage in any transaction or other conduct, designed to defeat or circumvent the intentions of the Parties as reflected in this Article XXIV.

## **C. Administration**

### *(1) Responsibility*

The administration of the Revenue Sharing Plan under this Article XXIV shall be the responsibility of the Administrator in consultation with the Association. The Administrator shall be the Commissioner or, if so designated by the Major League Baseball Executive Council, a Committee of Clubs and/or representatives. The Administrator may delegate certain of his duties and responsibilities to his staff and/or a committee of Club representatives and/or expert consultants (e.g., the Revenue Sharing Definitions Committee), provided that the Administrator retains final decision-making authority over all matters within his jurisdiction and subject to the Players Association's rights (as set forth herein). The Office of the Commissioner shall promptly notify the Association of a change in the Administrator.

### *(2) Duties of Administrator*

The Administrator shall have the following duties and responsibilities, to be performed in consultation with the Association:

#### (a) Calculations and Determination of Payment Schedule.

The Administrator shall calculate and determine the timing of payment and distribution of net payments and net receipts by (or to) Clubs. In this regard, the Administrator is authorized to require estimated partial payments and distributions during the course of a Revenue Sharing Year and to assess reasonable penalties for intentionally inaccurate estimates by Clubs. Unless altered by the Administrator in consultation with the Association, the Clubs shall make payments to the Administrator in each year of the Revenue Sharing Plan under the following schedule:

	<b>Payment Date</b>	<b>Distribution Date</b>	<b>Amount of Payment</b>
Payment 1	May 15	May 25	25% of Estimated Annual Net Payment
Payment 2	July 15	July 25	25% of Estimated Annual Net Payment
Payment 3	September 15	September 25	25% of Estimated Annual Net Payment
Payment 4	November 15	November 25	25% of Estimated Annual Net Payment
Payment 5	May 15 (of following year)	May 25 (of following year)	Final determination of Annual Net Payment based on Audited Results

(i) For Payments 1 – 4, payment amounts shall be determined using the most recent Net Local Revenue estimates provided by Clubs as of October 25 of the previous year.

(ii) The “Payment Date” shall be the date on which the Revenue Sharing Payor Clubs pay estimated amounts to the Administrator based on an updated revenue sharing calculation provided to the Clubs.

(iii) The “Distribution Date” shall be the latest date by which the Administrator should distribute estimated amounts to Revenue Sharing Payee Clubs based on the updated revenue sharing calculation.

(iv) The “Estimated Annual Net Payment” shall include any Market Disqualification Refunds distributed pursuant to Section A(12)(a) above, but shall not account for any Market Disqualification Refunds forfeited pursuant to Section A(12)(b).

(v) The “Final Determination of Annual Net Payment Based on Audited Results” shall include any forfeited Market Disqualification Refunds.

In determining whether to alter the foregoing schedule, the Administrator shall accord substantial weight to the cash flow needs under this Agreement of the industry as a whole, as opposed to any specific Club. The Administrator shall also provide the Association with notice of any inter-Club disputes relat-

ing to the payment and distribution of net payments and receipts and the resolution of such disputes.

The Commissioner's Discretionary Fund shall operate as provided in Section A(11), above.

(b) Review of Accounting and Reporting Practices. The Administrator shall review the accounting and reporting practices of the Clubs, as reflected in Club financial information submitted in connection with the FIQs, audited financial statements, and any SIQs or supplemental information required by the Administrator to be submitted by Clubs. The Administrator shall also conduct regular full independent audits of the Clubs and of particular significant transactions (e.g., related party transactions). The Administrator will continue to conduct full compliance audits of each Club in each year of this Agreement. The Administrator is also authorized to make appropriate changes, in furtherance of the objectives described below in Section C(2)(c), in the definitions, accounting conventions, policies or practices reflected in the FIQ, subject to prior notice to, and consultation with, the Association. The Administrator is also authorized to require a more detailed Club submission of line items as set out in the FIQ.

(c) Objectives. In performing functions under this paragraph (2), the objectives of the Administrator are:

(i) to achieve uniformity and consistency in reporting among Clubs;

(ii) to achieve uniformity and consistency in reporting from Revenue Sharing Year to Revenue Sharing Year;

(iii) to accord fair treatment in the calculation of net payments and net receipts;

(iv) to be fair, impartial and objective in assessing and evaluating new issues that arise in the operation of the Plan; and

(v) to remain faithful to the agreement of the Parties reflected in this Article XXIV.

(3) *Specific Prohibition*

In performing duties and responsibilities in the administration of the Revenue Sharing Plan, the Administrator shall not materially

affect the agreement of the Parties as reflected in this Article, including, but not limited to:

- (a) the industry-wide net transfer of Net Local Revenue among Clubs;
- (b) the amounts of contributions made by individual Revenue Sharing Payor Clubs and the amounts of payments received by individual Revenue Sharing Payee Clubs; or
- (c) the amounts distributed under the Commissioner's Discretionary Fund.

#### **D. Participation of the Association**

##### *(1) Consultation*

(a) Within 30 days following execution of this Agreement, the Administrator shall promptly notify and consult with the Association in advance with regard to any proposed action the Administrator intends to take pursuant to paragraphs (1), (2)(a) and (2)(b) of Section C above in connection with the administration of the Revenue Sharing Plan. The Administrator and the Association shall thereafter meet regularly on a monthly basis to facilitate administration of the Plan. Further, the Administrator shall regularly notify and consult with the Association with respect to any proposed changes described in Section C(2)(b), or any other proposed changes in the administration of the Plan, preliminary and final estimated partial payment calculations and preliminary and final calculations regarding net payments or net receipts due under any component of the Plan.

(b) Failure by the Association to challenge at the consultation stage with the Administrator or under the Grievance Procedure in Article XI any such proposed actions, changes, or preliminary estimated partial payment calculations or preliminary calculations regarding net payments or net receipts described above in Section D(1)(a) shall not preclude the Association from challenging under the Grievance Procedure in Article XI any action taken, changes made, or final estimated partial payment calculations or final calculations regarding net payments or net receipts made by the Administrator in connection with the administration of the Revenue Sharing Plan. Further, nothing in this Article, including, but not lim-

ited to, the consultation rights accorded the Association, is intended to limit either the substantive rights of the Association under this Article or the application of the Grievance Procedure in Article XI as to any complaint involving the existence or interpretation of, or compliance with, this Article or any provision herein.

(c) The filing of a Grievance under Article XI by the Association shall not preclude the Administrator from calculating, collecting or redistributing estimated partial payments or receipts or final net payments or receipts in accordance with this Article, unless the Chair of the Arbitration Panel, upon application by the Association, provides otherwise. Unless the Chair provides otherwise, any adjustments to the calculation, collection or redistribution of estimated partial payments or receipts or of final net payments or receipts pursuant to this Article necessitated by the resolution of an Association Grievance shall be made by the Administrator once the Grievance is finally resolved.

## (2) *Right to Information*

The Administrator shall provide to the Association, upon request, any relevant information necessary to the Association's performance of its functions under this Article as collective bargaining representative. More specifically, and not by way of limitation, the Administrator shall promptly provide to the Association on a regular basis for each Revenue Sharing Year of this Agreement, copies of the following documents (in hard copy and computer readable form, if available) within 10 days following preparation by or receipt by the Administrator of such data, except that (i) copies of documents responsive to subparagraph (k) shall be provided with the notice provided pursuant to Section A(11)(b)(ii) of this Article; (ii) copies of documents responsive to subparagraphs (e), (n) and (p) shall be provided within 30 days following preparation of such data by the Clubs (or the Administrator); and, if requested, (iii) copies of documents responsive to subparagraph (m) shall be provided within 10 days following the Association's request, as the case may be:

(a) the form FIQ to be submitted by Clubs, together with any form SIQ or other forms requiring the submission of supplemental information to the Administrator by Clubs;

- (b) any proposed changes in the form FIQ, SIQ or other forms to be submitted to the Administrator by the Clubs, together with explanatory reports, if any, regarding such proposed changes;
- (c) completed FIQs, SIQs or other supplemental information forms submitted to the Administrator by each Club;
- (d) audited financial statements submitted by each Club;
- (e) summaries of local media contracts (and/or of any other individual Club contracts) submitted by each Club to, or maintained under the supervision of, the Office of the Commissioner (or the Administrator);
- (f) any industry-wide compilation of revenue and expense data, whether broken out by individual Club or groups of Clubs;
- (g) any completed forms submitted by the Clubs to the Administrator in connection with the preparation of estimates of net payments or net receipts under any component of the Plan;
- (h) any preliminary estimated partial payment calculations or preliminary calculations by the Administrator of net payments and net receipts due under any component of the Plan;
- (i) any document reflecting a distribution to a Club under any component of the Plan;
- (j) any document prepared by or on behalf of the Administrator in connection with a full or partial independent audit of any Club conducted by or on behalf of the Administrator as described in Section C(2)(b) and Section D(3)(a) of this Article;
- (k) any correspondence to or from the Administrator or the Office of the Commissioner regarding a contemplated distribution, noticed pursuant to Section A(11)(b)(ii) of this Article, including but not limited to the written request submitted pursuant to subparagraph (b)(i) of that Section and any documents considered by the Commissioner during his review of the request;
- (l) reports filed with the Commissioner pursuant to Section B(5)(b) of this Article and any correspondence from or to the Commissioner relating to his enforcement of Section B(5)(a) of this Article;



(m) upon specific request by the Association, any unsuccessful request made pursuant to Section A(11)(b)(i) of this Article, any correspondence responsive to such submission and any document that the Commissioner considered in connection with his rejection of such request;

(n) upon specific request by the Association, any Club document(s) examined or required to be examined by or on behalf of the Administrator in connection with a full or partial independent audit of any Club conducted by or on behalf of the Administrator as described in Section C(2)(b) and Section D(3)(a) of this Article;

(o) any final calculations by the Administrator of estimated partial payments, net payments and net receipts due under the Plan; and

(p) upon specific request by the Association, a description of the methodologies, assumptions and procedures used by the Administrator to calculate and/or reconcile items reported in Club FIQs and Club audited financial statements.

In addition, the Administrator or his staff will notify the Association in advance of any ruling of the Revenue Sharing Definitions Committee and will meet with the Association, upon request, to discuss the rationale for the ruling.

### (3) *Right to Audit*

(a) The Association shall have the right, at any time during this Agreement, to require the Administrator to conduct a full or partial independent audit of any Club for a given Revenue Sharing Year or of any particular transaction, regardless of whether such an audit would have been required by the Administrator under the procedures referred to in Section C(2)(b) above. Further, should the Association require such an audit, the Association shall also have the right to require the Administrator to examine specified transactions, revenue and/or expense items, and/or to require reconciliation of the Club's FIQ and audited financial statements in specified areas. The Association also shall have the right to require the Administrator to examine specified Club document(s). The Administrator shall conduct the audit within a reasonable period of time from the date of a written demand therefor by the Association. To the extent practica-

ble, such audit will be conducted under the same procedures and under the same time schedule as other audits conducted by the Administrator in accordance with Section C(2)(b) above. All expenses for such audits shall be borne solely by the Administrator.

(b) Upon a showing of good cause and written notice to the Administrator, the Association shall have the right to conduct its own full or partial independent audit of any such Club or transaction. The Administrator shall promptly arrange the date for the Association's audit, to be conducted within a reasonable period of time from the date of the Association's notice pursuant to this subparagraph.

(c) Notwithstanding the provisions of Section C(2)(b), Section D(3)(a) and Section D(3)(b) above, and without regard to whether the Administrator has conducted an audit pursuant to Section C(2)(b) or Section D(3)(a) of any Club (or Clubs), the Association, upon written notice to the Administrator, shall have the right to conduct its own full or partial independent audit of six (6) Clubs per year for each Revenue Sharing Year. Notwithstanding the foregoing, upon a showing of good cause, the Association shall have the right to conduct its own full or partial independent audit of more than six (6) Clubs for each Revenue Sharing Year. The Administrator shall promptly arrange the date for the Association's audit, to be conducted within a reasonable period of time from the date of the Association's notice pursuant to this subparagraph.

(d) Any audits conducted by the Association pursuant to subparagraphs (b) or (c) above, may be conducted by representatives of the Association's choice, including accountant(s) employed on the Association's staff, so long as such representatives are working under the supervision of Certified Public Accountant(s) of the Association's choice.

(e) The Association shall utilize the rights set forth in this paragraph (3) in good faith and only in furtherance of its interest in ensuring compliance with this Agreement. In no event will the Association conduct an unreasonable number of its own audits for any Revenue Sharing Year.

#### (4) *Confidentiality*

Any financial information obtained by the Association from the Clubs (or the Administrator) pursuant to this Article shall

be subject to the Confidentiality Agreement appended hereto in Attachment 14.

## **ARTICLE XXV—International Play**

### **A. Definition**

International Play is defined as any baseball-related tour, game, clinic or competition, including skills competition, initiated by either party, or by a Player, that involves Players and that is staged (“International Play Event” or “Event”):

- (1) outside the United States and Canada; or
- (2) within or without the United States or Canada against a foreign club or clubs.

Notwithstanding the foregoing, International Play shall not include:

(a) Championship season, All-Star, Wild Card, Division Series, League Championship Series and World Series games played in the United States and/or Canada; and

(b) Exhibition games conducted in the United States or Canada contained in the Spring Training schedule against any non-Major League club provided the following conditions are satisfied: (i) the Office of the Commissioner shall give the Association written notice of each such exhibition game on or before February 1 of each year during the term of the Basic Agreement, (ii) the games are scheduled as split squad games with all 40-man roster Players being afforded the opportunity to play in the alternate game if they choose; (iii) a Club may not schedule more than two such exhibition games in any Spring Training period; (iv) no more than 25% of participating Players in the game are on the 40-man roster; and (v) the games are not organized, staged or sponsored by the Office of the Commissioner, MLB Properties or any of their affiliated entities. The Office of the Commissioner will provide to the Association a list of the 40-man roster Players who have agreed to participate in any such exhibition games no later than thirty-six hours before the start of the applicable game.

### **B. Possible Expansion**

Notwithstanding the foregoing definition of International Play, if a Major League franchise is awarded to a city outside the United States

and Canada, all championship season, All-Star, Wild Card, Division Series, League Championship Series and World Series games played in that city by such franchise shall not be considered International Play.

### **C. Staging of International Play Events**

The Parties have agreed to stage the International Play Events set forth in Attachment 51 during the term of the Basic Agreement. Once Clubs are selected to participate in an International Play Event pursuant to the procedures set forth below, the Event will be staged. Notwithstanding the preceding sentence, either party may propose modifications to an International Play Event contemplated in Attachment 51 (which will be considered in good faith, but need not be accepted, by the other party); provided, however, that any such proposed modifications must be presented to the other party by no later than July 1 in the year preceding the Event in question and the Parties must finalize any agreed-upon modifications by no later than September 1 in the year preceding the Event. Further, a party may unilaterally cancel an Event, no later than September 1 in the year preceding the Event in question, if: (i) the participation agreement with the Event promoter or sponsor has not been executed; and (ii) the party has a reasonable basis for withdrawing from the Event under this subsection that was not foreseeable as of December 1, 2016.

### **D. Club Selection and Reimbursement for International Play Events**

(1) Events in Mexico, Puerto Rico, or the Dominican Republic.

For each Spring Training or championship season Event in Mexico, Puerto Rico, or the Dominican Republic, the Office of the Commissioner shall notify the Association in writing which Clubs have been selected to participate in the Event by no later than April 1 in the year preceding the Event.

(2) Championship Season Events in Asia or the United Kingdom.

As early as March 1 two years prior to the staging of any championship season Event in Asia or the United Kingdom, but no later than March 1 in the year preceding such an Event, the Office of the Commissioner will provide the Association with a list of at least four Clubs that are interested in participating in the Event. The

Association will then survey the Players on those Clubs to determine their interest in participating in the Event. During this survey and consultation period, Club personnel shall be prohibited from lobbying or attempting to persuade or dissuade Players from participating in the Event. Within thirty days of receiving the list of potential Clubs from the Office of the Commissioner, the Association will identify from that list at least two Clubs from the same League that the Association approves for participation in the Event. The Office of the Commissioner shall then select the two participating Clubs from those approved by the Association.

(3) Off-season Exhibition/Barnstorming Tours.

The Parties will endeavor to organize at least one exhibition tour involving Players in a foreign country (or countries) each offseason, scheduled between the end of the World Series and the start of Spring Training.

(4) Limits on the Number of International Play Events Per Club.

(a) A Club may not be selected to participate in more than two International Play Events during the term of the Basic Agreement, no more than one of which will be outside of Mexico, the Dominican Republic or Puerto Rico.

(b) All Players on a Club selected to participate in Events scheduled during the championship season will be required to participate, regardless of whether such Players participated in an International Play Event during the term of the Basic Agreement while a member of another Club.

(5) Club Reimbursement for Replacement Costs.

Clubs that have one or more home games replaced by an International Play Event shall be compensated for lost revenue as follows:

(a) The replacement costs of home Clubs will be calculated using the average game day revenue for three comparable games minus the average variable expenses for such games.

(b) Revenue categories will include gate receipts, in-park concessions, advertising and publications, parking, and suite revenue.

(c) Variable expense categories will include stadium operations costs, utilities costs, maintenance costs, and game opera-

tions staff salaries that are paid by the Club on a per-game or as-used basis.

(d) Participating Clubs shall provide the Office of the Commissioner and the Association with detailed and complete statements reflecting replacement cost calculations.

(e) Replacement costs that Clubs receive for participating in an Event shall be excluded from Net Local Revenue under Article XXIV.

#### **E. Promoter Selection and Logistics for International Play Events**

(1) The Office of the Commissioner shall be responsible for selecting and negotiating contracts with promoters for International Play Events. Such promoters, as well as any event staff that are not full-time MLB employees, shall be subject to the prior written approval of the Association, which shall not be unreasonably withheld.

(2) The Office of the Commissioner shall consult with the Association prior to entering into any contract that affects the terms and conditions of Player participation in an Event (including travel, hotel selection, promotional activities involving Players), and provide copies of all final agreements to the Association. Association staff shall be involved in making all travel and accommodations arrangements for any Event.

(3) During the planning and execution of an Event, the Parties shall meet and confer at least twice per month for purposes of sharing information and seeking input. The Office of the Commissioner and the Association will each designate a single point person to coordinate with one another in between these bi-monthly meetings.

#### **F. Promotional Activity and International Ambassadors**

##### **(1) Promotional Activities**

(a) No later than 90 days before each scheduled Event (or some other reasonable notice period to be agreed upon by the Parties), the Office of the Commissioner shall provide to the Association a plan to promote the Event and related activities.

(b) Each Player who participates in an Event shall be encouraged to promote the Event, including by participating in at least two large-group activities and one smaller-group promotional activity. Media availability at the ballpark shall not be counted toward these promotional activities. No Player shall be required, without his consent, to participate in any appearance or activity to promote an Event sponsor or promoter.

(c) At least 60 days prior to each Event, the Association will identify a group of no less than four Players from each Club (not including any International Ambassadors, as described below) who will engage in one group activity or appearance to promote the Event.

(d) Promoter agreements for Events shall include a provision that allows the Office of the Commissioner to request that a Player make no more than one commercial appearance on behalf of an Event sponsor or promoter at a time and place convenient for the Player, with a predetermined appearance fee of \$5,000. The agreement shall include as many details as possible regarding expectations of the Player for the projected/anticipated promotional event(s), and make clear to the promoter that Player participation in any commercially sponsored activity is voluntary. In addition, the Parties shall jointly discuss other voluntary commercial opportunities for Players on behalf of Event sponsors or promoters in connection with each Event.

(e) Any agreement on promotion will be circulated as soon as reasonably practicable to the Association.

(f) The Association shall be a party to any promotional agreements with third parties (not the Event promoter) that contemplate the involvement of Players. If the Office of the Commissioner or a Club is approached about such promotional arrangements (including through an Event promoter), it shall direct inquiries to the Association. The Association agrees not to be a party to promotional agreements with third parties to participate in events that are scheduled at the same time as promotional activities reasonably scheduled by the Event promoter that all or substantially all Players are requested to attend.

(g) The Office of the Commissioner and the Association shall jointly discuss voluntary commercial opportunities for Players,

provided that any voluntary opportunities are made clear in the promoter agreement.

(2) International Ambassadors. For all Events, at least two active Players from each Club will be chosen by the Association as International Ambassadors. International Ambassadors may be asked to participate in promotional services in advance of an Event, such as appearances, press conferences, sponsor events, and other similar events. Player compensation will be provided in an amount agreed upon by the Parties from the International Play Bank Account (see Attachment 51), subject to projected available funds.

#### **G. Player Participation in Off-Season and Spring Training Events**

(1) Player participation in off-season Events will be purely voluntary; however, the Association will encourage Player participation in these Events. The Office of the Commissioner will encourage Clubs to give consent for their Players to participate in these Events.

(2) For all purposes herein, permission for Player participation may not be conditioned on any third party or sponsor-related activity involving the Player (directly or indirectly).

(3) All Players on a Club will not be required to participate in an International Play Event scheduled during Spring Training provided that a representative complement of Players on the Club participate in the event.

#### **H. Off-Season Promotion**

For all Events, the Parties shall explore promotional activities using current Players during the off-season preceding an Event (including by using International Ambassadors, as described above), as well as amateur development programming using former Players after an Event (e.g., instructional clinics). Compensation for International Ambassadors and former Players will be jointly determined by the Office of the Commissioner and the Association.

#### **ARTICLE XXVI—Term**

This Agreement shall terminate on December 1, 2021 at 11:59 P.M. Eastern Time.



## **ARTICLE XXVII—Comprehensive Agreement**

This Agreement represents a complete, full and final understanding on all bargainable subjects covering Players during the term of this Agreement, except such matters as may become bargainable pursuant to the reopener provisions of this Agreement or under the terms of the following agreements:

- (a) the Major League Baseball Players Benefit Plan;
- (b) the Agreement Re Major League Baseball Players Benefit Plan;
- (c) Major League Baseball's Joint Drug Prevention and Treatment Program; and
- (d) the Agreement regarding dues check-off.

All rights to bargain with one another concerning any subject whatsoever regarding Players for the duration of this Agreement are expressly waived by the Parties, except to the extent permitted in said Agreements and in the reopener provisions of this Agreement. Should this Agreement be reopened pursuant to the provisions hereof, each of the Parties shall have the right to take concerted action in support of its position.

It is further agreed by the Parties that during the term of this Agreement they will use their best efforts to ensure that all terms and conditions of all Uniform Player's Contracts signed by individual Players will be carried out in full.

## **ARTICLE XXVIII—Execution of this Agreement**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

This Agreement is executed by the undersigned acting solely in their respective representative capacities and not in their individual capacities.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names as of the day and year first above written.

**CLUBS**

AZPB LIMITED PARTNERSHIP  
ANGELS BASEBALL LP  
ATLANTA NATIONAL LEAGUE BASEBALL  
CLUB, LLC  
BALTIMORE ORIOLES  
LIMITED PARTNERSHIP  
BOSTON RED SOX BASEBALL CLUB  
LIMITED PARTNERSHIP  
CHICAGO CUBS BASEBALL CLUB, LLC  
CHICAGO WHITE SOX, LTD.  
THE CINCINNATI REDS, LLC  
CLEVELAND INDIANS BASEBALL  
COMPANY, LLC  
COLORADO ROCKIES BASEBALL  
CLUB, LTD.  
DETROIT TIGERS, INC.  
HOUSTON ASTROS, LLC  
KANSAS CITY ROYALS BASEBALL  
CORPORATION  
LOS ANGELES DODGERS LLC  
STERLING METS, L.P.  
MIAMI MARLINS, L.P.  
MILWAUKEE BREWERS BASEBALL CLUB,  
LIMITED PARTNERSHIP  
MINNESOTA TWINS, LLC  
NEW YORK YANKEES PARTNERSHIP  
ATHLETICS INVESTMENT GROUP, LLC  
DBA OAKLAND ATHLETICS BASEBALL  
COMPANY  
THE PHILLIES  
PITTSBURGH ASSOCIATES  
RANGERS BASEBALL LLC  
ROGERS BLUE JAYS BASEBALL  
PARTNERSHIP  
PADRES L.P.  
SAN FRANCISCO GIANTS BASEBALL  
CLUB LLC

**MAJOR LEAGUE BASEBALL  
PLAYERS ASSOCIATION**

Chris Archer  
John Axford  
Jose Bautista  
Charlie Blackmon  
Jerry Blevins  
Brad Boxberger  
Craig Breslow  
Zach Britton  
Chris Capuano  
Jason Castro  
Steve Cishek  
Gerrit Cole  
Rajai Davis  
Daniel Descalso  
Sean Doolittle  
Matt Duffy  
AJ Ellis  
Josh Fields  
Tyler Flowers  
Cory Gearrin  
Kyle Gibson  
Paul Goldschmidt  
Adrian Gonzalez  
Curtis Granderson  
Zack Greinke  
Matt Harvey  
Aaron Hill  
Chris Iannetta  
Jon Jay  
Dan Jennings  
Cory Kluber  
Tom Koehler  
Jed Lowrie  
Jonathan Lucroy  
Mark Melancon  
Andrew Miller  
Daniel Murphy

ST. LOUIS CARDINALS, LLC  
THE BASEBALL CLUB OF  
SEATTLE, L.L.L.P.  
TAMPA BAY RAYS BASEBALL LTD.  
WASHINGTON NATIONALS  
BASEBALL CLUB, LLC

Scott Oberg  
Darren O'Day  
Ross Ohlendorf  
Adam Ottavino  
David Phelps  
Trevor Plouffe  
Buster Posey  
David Robertson  
Max Scherzer  
Bo Schultz  
Bryan Shaw  
Matt Shoemaker  
Josh Thole  
Carlos Villanueva  
Neil Walker  
Adam Warren  
CJ Wilson  
Brad Ziegler

By  
Daniel R. Halem,  
Chief Legal Officer

By  
Tony Clark,  
Executive Director

ATTACHMENT 1

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony:

I understand that the Players Association has expressed concern that the Commissioner might take some action pursuant to Article XI(A)(1)(b) of the Basic Agreement which could negate rights of Players under the new Basic Agreement. While I have difficulty seeing that this is a real problem, I am quite willing to assure the Association that the Commissioner will take no such action.

Sincerely,

Robert D. Manfred  
Commissioner of Baseball

ATTACHMENT 2

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear David:

This letter is to confirm our agreement that when a Club assigns a Player to the Minor Leagues by either an optional or outright assignment, or designates a Player for assignment from the status of an optioned Player, before Opening Day Rosters are due for that Club, that Player shall not be credited with Major League Service for Opening Day or during the period of designation. In addition, written notice of the date and time that Opening Day Rosters for the following championship season are due will be annually provided by the Commissioner's Office to the Players Association on or before the March 1 preceding the applicable Opening Day.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 3

Daniel R. Halem, Esquire  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner  
245 Park Avenue  
New York, New York 10167

Dear Dan:

As we have agreed, in cases in which the Arbitration Panel decides that an award including interest is appropriate, the interest rate to be applied shall be as calculated under Article XV(K) of the Basic Agreement.

In addition, if a Player is credited with additional Major League Service, due to any agreement or Panel award, for any year in which Article XXIII Contributions are made (see Section 8.1(e) of the Major League Baseball Players Benefit Plan), the Player will receive additional Article XXIII Contributions, if possible, based on that newly credited service. Such contributions will be made even in the absence of a specific direction in the agreement or award.

This letter shall not be admissible in an arbitration hearing for any purpose other than the calculation of an appropriate interest rate, or the allocation of a Player's Article XXIII Contribution based on an award or agreement crediting a Player with additional Major League Service days.

Sincerely,

Tony C. Clark  
Executive Director  
Major League Baseball Players  
Association

ATTACHMENT 4

Daniel Halem  
Chief Legal Officer  
Office of the Commissioner of  
Major League Baseball  
245 Park Avenue  
New York, New York 10167

Re: Agent Regulations Information

Dear Dan:

This letter will confirm our agreement on the Parties' information sharing obligations with regard to certain investigations that may arise under the Joint Drug Prevention and Treatment Program (the "Program") and/or the Major League Baseball Players Association's Regulations Governing Player Agents (the "Agent Regulations").

1. Section 5(B)(21) of the Agent Regulations prohibits certified agents from providing or assisting any player in obtaining any substance that is banned under the Program, and also prohibits any other conduct that could subject a player to discipline under the Program. In the event of a Players Association investigation into a potential violation of Section 5(B)(21), or fraudulent conduct meant to conceal a violation of Section 5(B)(21), the Commissioner's Office and Players Association will meet to discuss the results of the investigation promptly after the later of: (a) the conclusion of the investigation; (b) the issuance of discipline to the agent(s) in question; (c) the resolution of any appeal that arises under the Agent Regulations; or (d) the resolution of any related appeal that arises under the Program.
2. The information to be shared at a meeting conducted under Paragraph 1 of this agreement shall include a recitation of the pertinent factual findings, if any. In addition, in the event an agent's certification is suspended or revoked as the result of an investigation described in Paragraph 1 above, the Players Association will provide an explanation of such disposition to the Commissioner's Office.
3. Any and all information shared during a meeting conducted under this agreement, including the existence of the meeting

itself, will be treated as highly confidential under the Program (herein "Confidential Information"). Confidential Information may not be disclosed to anyone not in attendance at the meeting absent written consent from the non-disclosing party. Disclosure of non-public Confidential Information shall result in the immediate termination of this Agreement.

4. A certified agent who has been indicted for criminal conduct directly related to the performance of his or her job duties as an agent shall be suspended from representing Players in matters involving a Club until such charges have been resolved or such suspension has been rescinded by an arbitrator on appeal under the Agent Regulations.
5. The terms of this agreement and existence of the agreement itself shall not be admissible in evidence or considered as precedent in any matter or proceeding, except a proceeding to enforce the agreement.
6. Nothing contained in this agreement shall be construed as a waiver by the Players Association of its position that it is solely responsible for the interpretation, administration and enforcement of the Agent Regulations.

Very truly yours,

David M. Prouty  
General Counsel  
Major League Baseball  
Players Association



ATTACHMENT 5

**Standard Form of Diagnosis**  
(ebis System Generated From Choices)

To: Office of the Commissioner (Baseball Operations)

Player's Name

Club

Position

10-Day DL  60-Day DL  Transfer to 60-Day DL

Date of Injury  Last Game Appearance

Initial Placement Date  Recertification Date

Date of Examination

Earliest Reinstatement Date

Nature of Injury

Body Side  Part of Body Injured

Body Part Detail

Diagnosis Description

Estimated Time for Recovery

Physician Name  Physician Signature \_\_\_\_\_

Date \_\_\_\_\_

Club Official Name

\_\_\_\_\_ Date \_\_\_\_\_

Club Official Signature

cc: Player  
Players Association

### Nature of Injury Data Table

The following table represents the drop down menu items in the Nature of Injury data section of the Disabled List Placement screen. The three columns of the table (Body Part, Body Part Detail, and Diagnosis Description) reflect the data elements available in the respective drop down lists provided in the interface. Depending on the user's selection of Body Part, the Body Part Detail and Diagnosis Description fields are populated. The second chart represents the associated drop down data elements available in the Ailment drop down list. Body Part Detail and Diagnosis Description for each Body Part will be sorted alphabetically in all drop-down lists that correspond to the data in the two following tables.

Body Part	Body Part Detail	Diagnosis Description
Head	Skull	Concussion
	Cheekbone	Post-concussion Syndrome
	Eye	TMJ
	Nose	Blister
	Ear	Bone Spur
	Jaw	Bruise
	Other	Contusion
		Impingement
		Infection
		Inflammation
		Laceration
		Muscle Injury
		Sprain
		Strain
		Stress Reaction
		Tear
		Tendonitis
		Tendon Injury
		Other
	Neck	
		Bone Spur
		Bruise
		Contusion
		Impingement
		Infection

<b>Body Part</b>	<b>Body Part Detail</b>	<b>Diagnosis Description</b>
Neck		Inflammation
		Laceration
		Muscle Injury
		Separation
		Sprain
		Strain
		Stress Reaction
		Tear
		Tendonitis
		Tendon Injury
		Other
Shoulder	Shoulder	Blister
	Labrum	Blood Clot
	Rotator Cuff	Bone Spur
	A/C Joint	Bruise
	Acromioclavicular	Bursitis
	Other	Contusion
		Dislocation
		Fracture
		Impingement Syndrome
		Infection
		Inflammation
		Laceration
		Muscle Injury
		Nerve Injury
		Separation
		Sprain
		Strain
		Stress Reaction
		Surgery
		Tear
	Tendonitis	
	Tendon Injury	
	Other	
Arm/Elbow	Elbow	Blister
	Forearm	Bone Spur
	Triceps	Bruise
	Biceps	Contusion
	Other	Dislocation

<b>Body Part</b>	<b>Body Part Detail</b>	<b>Diagnosis Description</b>
Arm/Elbow		Fracture
		Impingement
		Infection
		Inflammation
		Laceration
		Loose Bodies
		Muscle Injury
		Radial Nerve Injury
		Ulnar Nerve Injury
		Ulnar Collateral Lig. Injury
		Sprain
		Strain
		Stress Reaction
		Surgery
		Tear
		Tendonitis
	Tendon Injury	
	Other	
Wrist/Hand/Fingers	Wrist	Navicular Fracture
	Hand	Hamate Fracture
	Thumb	TFCC Injury
	Digit 2	Carpal Tunnel Syndrome
	Digit 3	Blister
	Digit 4	Bone Spur
	Digit 5	Bruise
	Other	Contusion
		Dislocation
		Fracture
		Impingement
		Infection
		Inflammation
		Laceration
		Ligament Injury
		Muscle Injury
		Sprain
		Strain
		Stress Reaction
		Surgery
	Tear	
	Tendonitis	

<b>Body Part</b>	<b>Body Part Detail</b>	<b>Diagnosis Description</b>
Wrist/Hand/Fingers		Tendon Injury
		Other
Chest/Back/Spine	Back	Disk Injury/Disease
	Cervical Spine	Sciatic Nerve Irritation
	Thoracic Spine	Stenosis
	Chest	Blister
	Ribcage	Facet Joint Problem
	Oblique Muscle	Bone Spur
	Lumbar Spine	Bruise
	Sacrum	Contusion
	Other	Fracture
		Multiple Fractures
		Impingement
		Infection
		Inflammation
		Laceration
		Ligament Sprain
		Muscle Injury
		Muscle Spasm
		Muscle Strain
		Nerve Injury
		Sprain
	Strain	
	Stress Reaction	
	Surgery	
	Tear	
	Tendonitis	
	Tendon Injury	
	Other	
Pelvis/Hips	Pelvis	Blister
	Groin	Bone Spur
	Hip	Bruise
	Hernia	Bursitis
	Thigh	Contusion
	Abdomen	Dislocation
	Buttocks	Fracture
	Other	Impingement
		Infection
	Inflammation	

<b>Body Part</b>	<b>Body Part Detail</b>	<b>Diagnosis Description</b>
Pelvis/Hips		SI Joint Injury
		Laceration
		Muscle Injury
		Nerve Injury
		Sprain
		Strain
		Stress Reaction
		Surgery
		Tear
		Tendonitis
		Tendon Injury
		Other
Upper Leg/Thighs	Thigh	Blister
	Quadriceps	Bone Spur
	Hamstring	Bruise
	Femur	Contusion
	Other	Dislocation
		Fracture
		Impingement
		Infection
		Inflammation
		Laceration
		Muscle Injury
		Nerve Injury
		Sprain
		Strain
		Stress Reaction
		Surgery
		Tear
		Tendonitis
		Tendon Injury
		Other
Lower Leg/Knee	Knee	Chondromalacia
	Calf	Lateral Meniscus Injury
	Shin	Ligament Injury
	Patella	Medial Collateral
	Other	Lateral Collateral
		Anterior Cruciate
	Posterior Cruciate	

<b>Body Part</b>	<b>Body Part Detail</b>	<b>Diagnosis Description</b>
Lower Leg/Knee		Medial Meniscus Injury
		Patella Disease
		Patella Dislocation
		Plica
		Blister
		Bone Spur
		Bruise
		Bursitis
		Articular Cartilage Injury
		Compartment Syndrome
		Contusion
		Degenerative Arthritis
		Dislocation
		Fracture
		Impingement
		Infection
		Inflammation
		Laceration
		Muscle Injury
		Nerve Injury
	Sprain	
	Strain	
	Stress Reaction	
	Surgery	
	Tear	
	Tendonitis	
	Tendon Injury	
	Other	
Ankle/Foot/Toes	Ankle	Heel Pain
	Great Toe	Plantar Fasciitis
	Digit 2	Turf Toe
	Digit 3	Blister
	Digit 4	
	Digit 5	Bone Spur
	Heel	Bruise
	Foot	Bursitis
	Achilles Tendon	Contusion
	Other	Dislocation
	Fracture	
	Multiple Fractures	

<b>Body Part</b>	<b>Body Part Detail</b>	<b>Diagnosis Description</b>
Ankle/Foot/Toes		Impingement
		Infection
		Inflammation
		Laceration
		Muscle Injury
		Nerve Injury
		Sprain
		Strain
		Stress Reaction
		Surgery
		Tear
		Tendonitis
		Tendon Injury
		Other
Internal Organs	Heart	Inflammation
	Kidney	Aneurysm
	Stomach	Disease
	Lungs	Irregular Heartbeat
	Other	Stones
		Hernia
	Other	

<b>Ailment</b>
Cancer
Glaucoma
Pneumonia
Appendectomy
Mumps
Chicken Pox
Measles
German Measles
Bell's Palsy
Psychological or Psychiatric Disorder
Sleep Disorder
Viral Infection
Other



ATTACHMENT 6



**MAJOR LEAGUE BASEBALL**  
**PLAYER MEDICAL HISTORY QUESTIONNAIRE**  
 Béisbol de las Grandes Ligas  
 Cuestionario de Historial Médico del Jugador

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

La Ley en Contra de la Discriminación por Información Genética de 2008 (GINA, por sus siglas en inglés) prohíbe a los empleadores y demás entidades cubiertas por el Título II de la ley GINA que soliciten o exijan la información genética de una persona o de un familiar de la persona, excepto en la medida en que específicamente lo permita esta ley. Para cumplir con esta ley, le pedimos que no proporcione ninguna información genética al responder a esta solicitud de información médica. La "información genética", según la define la ley GINA, incluye el historial médico familiar de la persona, los resultados de las pruebas genéticas de la persona o de alguno de sus familiares, el hecho de que una persona o sus familiares hayan procurado o recibido servicios genéticos así como la información genética de un feto engendrado por la persona o por un familiar de la persona o de un embrión que, de acuerdo a la ley, tenga una persona o un familiar que reciba servicios de ayuda reproductiva.

<b>Name</b> _____	<b>Date</b> _____		
<i>Nombre</i>	<i>Fecha</i>		
<b>SS#</b> _____	<b>DOB</b> _____	<b>Age</b> _____	
<i>Numero de su seguro social</i>	<i>Fecha de nacimiento</i>	<i>Edad</i>	

Explain "yes" answers on line or below.  
*Explique las respuestas "sí" en esta línea o abajo.*

	<b>YES</b>	<b>NO</b>	<b>Don't Know</b>
	<i>(Si)</i>		<i>(No Sabe)</i>
1. Have you ever been a patient in the hospital? <i>(¿Alguna vez ha sido paciente en un hospital?)</i>	( )	( )	( )
2. Have you ever had surgery? <i>(¿Alguna vez ha tenido una operación?)</i>	( )	( )	( )

Identify *(Identificar)*: \_\_\_\_\_ Date *(Fecha)*: \_\_\_\_\_  
 \_\_\_\_\_ Date *(Fecha)*: \_\_\_\_\_

3. Are you taking medicine or pills? *(Prescription or over-the-counter)*  
*¿Está tomando alguna medicina o pastillas? (Recetadas o sin receta)*

Identify *(Identificar)*: \_\_\_\_\_

	<b>YES</b>	<b>NO</b>	<b>Don't Know</b>
	<i>(Si)</i>		<i>(No Sabe)</i>
4. Do you have any allergies? ( <i>¿Tiene alergia a?</i> )	( )	( )	( )
( ) Medicines ( <i>Medicinas</i> ) Identify ( <i>identifique</i> ): _____			
( ) Insects ( <i>Insectos</i> ) Identify ( <i>identifique</i> ): _____			
( ) Other ( <i>Otros</i> ) _____			
5. Have you ever passed out? ( <i>¿Alguna vez se ha desmayado?</i> )	( )	( )	( )
6. Have you ever passed out with exercise? ( <i>¿Alguna vez se ha desmayado después del ejercicio?</i> )	( )	( )	( )
7. Have you ever been dizzy during exercise? ( <i>¿Alguna vez ha sentido mareos durante el ejercicio?</i> )	( )	( )	( )
8. Have you ever been dizzy after exercise? ( <i>¿Alguna vez ha sentido mareos después del ejercicio?</i> )	( )	( )	( )
9. Do you tire more quickly than your friends with exercise? <i>¿Se cansa más rápido haciendo ejercicio que sus amigos?</i>	( )	( )	( )
10. Do you ever have any chest pain with exercise? <i>¿Alguna vez ha tenido dolor en el pecho durante el ejercicio?</i>	( )	( )	( )
11. Do you ever have any chest pain after exercise? <i>¿Alguna vez ha tenido dolor en el pecho después del ejercicio?</i>	( )	( )	( )
12. Have you ever had high blood pressure? <i>¿Alguna vez ha tenido alta presión sanguínea?</i>	( )	( )	( )
13. Have you ever been told you have a heart murmur? <i>¿Alguna vez le han dicho que tiene un soplo en el corazón?</i>	( )	( )	( )
14. Have you had racing of your heart? <i>¿Alguna vez ha tenido aceleración del los latidos del corazón?</i>	( )	( )	( )
Has your heart skipped beats? <i>¿Alguna vez ha tenido latidos del corazón irregulares?</i>	( )	( )	( )
15. Have you ever had a head injury? <i>¿Alguna vez tenido una herida en la cabeza?</i>	( )	( )	( )
Have you ever had a concussion? <i>¿Alguna vez ha tenido una concusión?</i>	( )	( )	( )
Have you been knocked out? <i>¿Alguna vez ha perdido el sentido?</i>	( )	( )	( )
16. Have you ever had a seizure? <i>¿Alguna vez ha tenido un ataque o convulsión?</i>	( )	( )	( )
17. Do you have frequent or severe headaches? <i>¿Tiene dolores de cabeza frecuentes o fuertes?</i>	( )	( )	( )
18. Have you ever had a stinger or burner? <i>¿Alguna vez ha tenido una punzada o ardor?</i>	( )	( )	( )
Have you ever had a pinched nerve? <i>¿Alguna vez ha tenido un nervio pinchado?</i>	( )	( )	( )
19. Have you had frequent heat cramps or muscle cramps? <i>¿Ha tenido frecuentes rigideces por calor o calambres musculares?</i>	( )	( )	( )
20. Do you have any trouble breathing during or after exercise? <i>¿Tiene problemas para respirar durante o después del ejercicio?</i>	( )	( )	( )
Do you have any coughing during or after exercise? <i>¿Tiene problemas por tos durante o después del ejercicio?</i>	( )	( )	( )
Do you have any wheezing during or after exercise? <i>¿Tiene problemas con jadeos durante o después del ejercicio?</i>	( )	( )	( )
Do you use or have you ever used an inhaler? <i>¿Tiene o alguna vez ha usado un inhalador?</i>	( )	( )	( )
21. Do you have or have you ever had any problems with vision? <i>¿Ha tenido, o tiene problemas con la vista?</i>	( )	( )	( )
22. Do you wear glasses? <i>¿Usa espejuelos?</i>	( )	( )	( )
Do you wear contacts? <i>¿Usa lentes de contacto?</i>	( )	( )	( )
Do you wear eye protection? <i>¿Usa protección para los ojos?</i>	( )	( )	( )

- |  | YES<br><i>(SI)</i> | NO<br><i>(NO)</i> | Don't<br>Know<br><i>(No Sabe)</i> |
|--|--------------------|-------------------|-----------------------------------|
| 23. Do you have hearing difficulties?<br><i>¿Tiene dificultad para oír?</i>  | ( )                | ( )               | ( )                               |
| Do you have hearing aides?<br><i>¿Tiene aparatos de audífono?</i>  | ( )                | ( )               | ( )                               |
| 24. Do you have or have you ever had any other medical problems?<br><i>¿Tiene ahora o ha tenido algún otro problema médico?</i>  |                    |                   |                                   |
| Diabetes <i>(Diabetes)</i>   | ( )                | ( )               | ( )                               |
| Heart <i>(Corazon)</i>   | ( )                | ( )               | ( )                               |
| Pneumonia <i>(Pulmonía)</i>  | ( )                | ( )               | ( )                               |
| Tuberculosis <i>(Tuberculosis)</i>   | ( )                | ( )               | ( )                               |
| Thyroid disease <i>(Enfermedades de la tiroides)</i>   | ( )                | ( )               | ( )                               |
| Stomach ailments <i>(Dolencias del estómago)</i>   | ( )                | ( )               | ( )                               |
| Kidney problems <i>(Enfermedades de los riñones)</i>   | ( )                | ( )               | ( )                               |
| Appendicitis <i>(Apendicitis)</i>  | ( )                | ( )               | ( )                               |
| Lumps or cysts <i>(Protuberancias o quistes)</i>   | ( )                | ( )               | ( )                               |
| Frequent sinus infections <i>(Infecciones sinusales frecuentes)</i>  | ( )                | ( )               | ( )                               |
| Frequent sore throats <i>(Dolores frecuentes de garganta)</i>  | ( )                | ( )               | ( )                               |
| Rectal bleeding <i>(Hemorragias por el recto)</i>  | ( )                | ( )               | ( )                               |
| Rheumatic fever <i>(Fiebre reumática)</i>  | ( )                | ( )               | ( )                               |
| Asthma <i>(Asma)</i>   | ( )                | ( )               | ( )                               |
| Other <i>(Otro)</i> _____  |                    |                   |                                   |
| _____  |                    |                   |                                   |
| _____  |                    |                   |                                   |
| 25. Have you ever had a broken bone or dislocation?<br><i>¿Alguna vez se le ha quebrado o dislocado un hueso?</i>  | ( )                | ( )               | ( )                               |
| Identify <i>(identificar)</i> : _____ Date <i>(Fecha)</i> : _____  |                    |                   |                                   |
| Identify <i>(identificar)</i> : _____ Date <i>(Fecha)</i> : _____  |                    |                   |                                   |
| 26. Do you have any skin problems?<br><i>¿Tiene problemas de la piel?</i>  | ( )                | ( )               | ( )                               |
| ( ) Itching <i>(comezón)</i>   |                    |                   |                                   |
| ( ) Rashes <i>(ronchas)</i>  |                    |                   |                                   |
| ( ) Changing moles <i>(lunares que cambien de color)</i>   |                    |                   |                                   |
| ( ) Other <i>(otro)</i> _____  |                    |                   |                                   |
| _____  |                    |                   |                                   |
| 27. Have you had any complications from anesthesia (being put to sleep for surgery)?<br><i>¿Alguna vez ha tenido alguna complicación bajo anestesia (cuando lo han puesto a dormir para alguna operación)?</i> | ( )                | ( )               | ( )                               |
| 28. Are you missing any paired organs?<br><i>¿Ha perdido algún órgano de los que vienen en pares?</i>  | ( )                | ( )               | ( )                               |
| ( ) Eyes <i>(ojos)</i>   |                    |                   |                                   |
| ( ) Kidneys <i>(riñones)</i>   |                    |                   |                                   |
| ( ) Testicles <i>(testículos)</i>  |                    |                   |                                   |
| ( ) Other <i>(otro)</i> _____  |                    |                   |                                   |
| _____  |                    |                   |                                   |
| 29. Have you ever had a hernia or hernia repair?<br><i>¿Alguna vez tenido hernia o le han reparado una hernia?</i>   | ( )                | ( )               | ( )                               |
| 30. Have you ever had a sexually transmitted disease?<br><i>¿Alguna vez ha tenido alguna enfermedad transmitida sexualmente?</i>   | ( )                | ( )               | ( )                               |

- |  | <b>YES</b><br><i>(Si)</i> | <b>NO</b> | <b>Don't Know</b><br><i>(No Sabe)</i> |
|--|---------------------------|-----------|---------------------------------------|
| 31. Do you use tobacco products? <i>(¿Utiliza productos del tabaco?)</i>       | ( )                       | ( )       | ( )                                   |
| ( ) Cigarettes <i>(cigarrillos)</i>  | ( )                       | ( )       | ( )                                   |
| ( ) Cigars <i>(habanos o puros)</i>  | ( )                       | ( )       | ( )                                   |
| ( ) Chew smokeless tobacco or dip <i>(mastica tabaco)</i>                      | ( )                       | ( )       | ( )                                   |
| 32. Do you drink alcohol?<br><i>¿Toma alcohol?</i>                             | ( )                       | ( )       | ( )                                   |
| 33. Do you have or have you ever had?<br><i>¿Tiene o alguna vez ha tenido?</i> | ( )                       | ( )       | ( )                                   |
| Cancer <i>(Cáncer)</i>   | ( )                       | ( )       | ( )                                   |
| Skin Cancer <i>(Cáncer de la piel)</i>   | ( )                       | ( )       | ( )                                   |
| Chicken pox <i>(Varicela)</i>  | ( )                       | ( )       | ( )                                   |
| Hepatitis <i>(Hepatitis)</i>   | ( )                       | ( )       | ( )                                   |
| Measles <i>(Viruela)</i>   | ( )                       | ( )       | ( )                                   |
| Mumps <i>(Paperas)</i>   | ( )                       | ( )       | ( )                                   |
| Mononucleosis <i>(Mononucleosis)</i>   | ( )                       | ( )       | ( )                                   |
| 34. When was your last? <i>(¿Cuándo fue su última?):</i>                       |                           |           |                                       |
| Tetanus shot <i>(inmunización contra el tétano)</i>                            | Date <i>(fecha)</i> _____ |           | ( )                                   |
| Measles shot <i>(inmunización contra el sarampión)</i>                         | Date <i>(fecha)</i> _____ |           | ( )                                   |
| MMR shot <i>(inmunización contra las paperas, sarampión y rubeola)</i>         | Date <i>(fecha)</i> _____ |           | ( )                                   |
| Chicken Pox vaccine <i>(inmunización contra la varicela)</i>                   | Date <i>(fecha)</i> _____ |           | ( )                                   |
| Hepatitis A vaccine <i>(la vacuna para la hepatitis A)</i>                     | Date <i>(fecha)</i> _____ |           | ( )                                   |
| Hepatitis B vaccine <i>(la vacuna para la hepatitis B)</i>                     | Date <i>(fecha)</i> _____ |           | ( )                                   |
| Polio vaccine <i>(la vacuna para la poliometitis)</i>                          | Date <i>(fecha)</i> _____ |           | ( )                                   |

**Dental:**

- |   |     |     |     |
|---|-----|-----|-----|
| 35. Have you visited a dentist in the last year?<br><i>¿Ha ido con el dentista durante el último año?</i>   | ( ) | ( ) | ( ) |
| 36. Do you have problems chewing your food?<br><i>¿Tiene problemas para masticar sus alimentos?</i>   | ( ) | ( ) | ( ) |
| 37. Have you been told or do you feel you have gum (periodontal) problems?<br><i>¿Alguna vez le han dicho o siente usted que tiene problemas de las encías (periodoncia)?</i> | ( ) | ( ) | ( ) |
| 38. Do your gums bleed easily?<br><i>¿Le sangran las encías con facilidad?</i>  | ( ) | ( ) | ( ) |
| 39. Do you have pain or clicking in your jaw joint when chewing?<br><i>¿Tiene dolor o ruido en la articulación de la mandíbula al masticar?</i>                               | ( ) | ( ) | ( ) |
| 40. Do you grind your teeth?<br><i>¿Rechina los dientes?</i>  | ( ) | ( ) | ( ) |

Explain "yes" answers here *(Explique aquí las respuestas "sí"):*

---



---



---



---



---

**Waiver section**

Player represents that all information provided by him in this report is correct to the best of his knowledge.

*El jugador afirma que toda la información que proporcionó en este reporte es correcta hasta donde él sabe.*

**Player's signature (Firma del jugador):** \_\_\_\_\_

**Date (Fecha):** \_\_\_\_\_

**Initial Orthopedic History Examination**  
**Examen Inicial de Historial Ortopédico**

**Organization (Organización):** \_\_\_\_\_

**Name (Nombre):** \_\_\_\_\_ **Date of Birth (Fecha de Nac.):** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Bats:** \_\_\_\_\_ **Throws:** \_\_\_\_\_ **Date of exam:** \_\_\_\_\_  
(Posición) (Al bat) (Lanzamientos) (Fecha del examen)

1. Have you ever had surgery? Yes (Si) \_\_\_\_\_ No \_\_\_\_\_  
*¿Alguna vez ha tenido una operación?*

<u>Type of Operation</u>	<u>Date</u>	<u>Hospital / City</u>	<u>Physician</u>
<i>(Tipo de Operación)</i>	<i>(Fecha)</i>	<i>(Hospital / Ciudad)</i>	<i>(Médico)</i>

---

---

---

---

2. If yes to question number one, what was the length of time from surgery until you reached your pre-injury competitive level?  
*Si contestó "sí" a la pregunta uno, ¿cuánto tiempo transcurrió desde el momento de la operación hasta que volvió a llegar a su nivel competitivo anterior a la operación?*

---

---

3. Have you ever had an MRI, CT scan, bone scan or arthrogram? Yes (Si) \_\_\_\_\_ No \_\_\_\_\_  
*¿Alguna vez tuvo un examen de imagen de resonancia magnética, tomografía, escáner de los huesos o artrograma?*

<u>Test</u>	<u>Date</u>	<u>Reason</u>
<i>(Prueba)</i>	<i>(Fecha)</i>	<i>(Razón)</i>

---

---

---

4. List any injuries, symptoms or illnesses that have ever caused you to miss playing time:  
*Enumere todas las lesiones, síntomas o enfermedades que le hayan causado perder tiempo de juego.*

---

---

---

---

5. List any treatments (therapy, injections, chiropractic care, medications, etc.) that you have had for any injuries, symptoms or illnesses:  
*Enumere todos los tratamientos (terapia, inyecciones, atención quiropráctica, medicamentos, etc.) que haya tenido a causa de lesiones, síntomas o enfermedades:*

---

---

---

6. Are you presently free of all symptoms, injury, illness or discomfort?  
*¿Está totalmente libre en este momento de cualquier síntoma, lesión, enfermedad o molestia?*

Yes (Si) \_\_\_\_\_ No \_\_\_\_\_

If "no," please explain:  
*De ser "no," favor de explicar:*

---

---

---

7. Are you currently physically able to perform all of the duties required in Professional Baseball?  
*¿Es capaz físicamente en este momento de desempeñar todos los deberes que se requieren en el béisbol profesional?*

Yes (Si) \_\_\_\_\_ No \_\_\_\_\_

If "no," please explain:  
*De ser "no," favor de explicar:*

---

---

---

**WAIVER SECTION**

Player represents that all information provided by him in this report is correct to the best of his knowledge.

*El jugador afirma que toda la información que proporcionó en este reporte es correcta hasta donde él sabe.*

**Player's signature (Firma del jugador):** \_\_\_\_\_

**Date (Fecha):** \_\_\_\_\_

## Orthopedic Ailments Checklist

### Lista de Verificación de Dolencias Ortopédicas

Have you ever had any of the following?  
 ¿Alguna vez ha tenido alguna de las siguientes dolencias?

	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)
Select all that apply (Seleccione todas las que se apliquen):						
<b><u>NECK – Cervical Spine (CUELLO – Espina cervical)</u></b>						
Fracture (Fractura)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facet Joint Problem (Probl. en la articulación de la carilla)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stenosis (Estenosis)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Disk injury / Disease (Lesión/ Enferm. del disco)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Nerve Injury (Lesión del nervio)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Muscle Strain (Distensión muscular)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Muscle Spasm (Espasmo muscular)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify Symptoms (Identifique los síntomas):						
Other (Otro):	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify (Identifique):						
<b><u>UPPER BACK – Thoracic Spine (Espalda Alta – Espina torácica)</u></b>						
Fracture (Fractura)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facet Joint Problem (Probl. en la articulación de la carilla)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stenosis (Estenosis)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Disk injury / Disease (Lesión/ Enferm. del disco)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Nerve Injury (Lesión del nervio)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Muscle Strain (Distensión muscular)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Muscle Spasm (Espasmo muscular)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Epidural Injection (Inyección epidural)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify Symptoms (Identifique los síntomas):						
Other (Otro):	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify (Identifique):						

## Orthopedic Ailments Checklist

### Lista de Verificación de Dolencias Ortopédicas

	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)
<b><u>LOWER BACK – Lumbar Spine (Espina Dorsal Baja – Area Lumbar)</u></b>						
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facet Joint Problem (Probl. en la articulación de la carilla)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stenosis (Estenosis)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spinal Fusion (Fusión de la espina)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scoliosis (Escoliosis)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disk injury / Disease (Lesión/ Enferm. del disco)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nerve Injury (Lesión del nervio)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sciatic Nerve Injury (Lesión del nervio ciático)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muscle Strain (Distensión muscular)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muscle Spasm (Espasmo muscular)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Epidural Injection (Inyección epidural)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify Symptoms (Identifique los síntomas):						
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):						
<b><u>SACRUM (Sacro)</u></b>						
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contusion (Contusión)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):						



## Orthopedic Ailments Checklist

### Lista de Verificación de Dolencias Ortopédicas

	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
<b><u>SHOULDER (Hombro)</u></b>								
Dominance (Dominancia)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Separation (Separación)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dislocation (Dislocación)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subluxation (Subluxación)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Labrum Injury (Lesión del borde)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bicep Tendon Injury (Lesión del tendón del bíceps)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rotator Cuff Tendonitis (Tendonitis del manguillo rotador)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rotator Cuff Tear (Desgarre del manguillo rotador)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Impingement Syndrome (Síndrome de compresión)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bursitis (Bursitis)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nerve Injury (Lesión del nervio)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Injection (Inyección)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surgery (Cirugía)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):								
<b><u>UPPER ARM (Parte superior del brazo)</u></b>								
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Calcium Deposits (Depósitos de calcio)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):								
<b><u>ELBOW (Codo)</u></b>								
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dislocation (Dislocación)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bone Spurs (Protuberancias óseas)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loose Bodies (Fragmentos sueltos)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inflammation (Inflamación)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Radial Nerve Injury (Lesión del nervio radial)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ulnar Nerve (Lesión del nervio ulnar)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ulnar Coll. Lig. Injury (Lesión del ligamento coll. Ulnar)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muscle Injury (Lesión muscular)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flexion Contracture (Contracción de flexión)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Orthopedic Ailments Checklist

### Lista de Verificación de Dolencias Ortopédicas

	Yes (SI)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
<b><u>ELBOW (cont'd) Codo (sigue)</u></b>								
Injection (Inyección)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surgery (Cirugía)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):								
<b><u>LOWER ARM, HAND &amp; WRIST (Parte baja del brazo, mano, muñeca)</u></b>								
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fracture Navicular (Fractura navicular)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nerve Injury (Lesión del nervio)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ligament Injury-Sprain (Lesión-Distensión del ligamento)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muscle Injury-Sprain (Lesión-Distensión del músculo)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carpal Tunnel Syndrome (Síndrome del túnel carpiano)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ganglions (Ganglios)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Injection (Inyección)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surgery (Cirugía)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify Symptoms (Identifique los síntomas):								
TFCC Injury (Lesión TFCC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hamate Fracture (Fractura de hueso en gancho)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):								
<b><u>PELVIS &amp; HIPS (Pelvis y caderas)</u></b>								
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pubis Inflammation (Inflamación del pubis)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hip Pointers (Huesos en punta de las caderas)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groin Muscle Strain (Distensión muscular de la ingle)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Iliopsoas Restriction (Restricción muscular iliopsoas)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Injections (Inyecciones)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surgery (Cirugía)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):								

## Orthopedic Ailments Checklist

### Lista de Verificación de Dolencias Ortopédicas

	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
<b>THIGHS (Muslos)</b>								
Restricted ROM Hamstrings (Restric. ROM de tendones de corva)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Restricted ROM Quadriceps (Restric. ROM de cuádriceps)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hamstring Strain (Distensión del tendón de la corva)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Quadriceps Strain (Distensión del cuádriceps)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Multiple Quadricep Strain (Distensión múltiple del cuádriceps)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Multiple Hamstring Strain (Distensión múlt. del tendón de corva)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ruptured Hamstring (Rotura del tendón de la corva)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Calcium Deposits (Depósitos de calcio)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Injections (Inyecciones)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Iliotibial Band Injury (Lesión de la banda iliotibial)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify (Identifique):								
<b>KNEE (Rodilla)</b>								
Fracture (Fractura)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patella Disease (Enfermedad de la rótula)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patella Dislocation (Dislocación de la rótula)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ligament Injury (Lesión del ligamento)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Medial Collateral (Colateral media)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lateral Collateral (Colateral lateral)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Anterior Cruciate (Cruciforme anterior)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Posterior Cruciate (Cruciforme posterior)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Medial Meniscus Injury (Lesión media de los meniscos)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lateral Meniscus Injury (Lesión lateral de los meniscos)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Plica (Plica)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bone Spurs (Protuberancias óseas)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Unexplained Swelling (Inflamación sin explicación)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Unexplained Giving Way (Falseos sin explicación)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Injection (Inyección)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## Orthopedic Ailments Checklist

### Lista de Verificación de Dolencias Ortopédicas

	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)
<b><u>KNEE (cont'd) Rodilla (sigue)</u></b>							
Surgery (Cirugía):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anterior Cruciate Ligament (Ligamento anterior cruciforme)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meniscus (Meniscos)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patellofemoral (Patelofemoral)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multiple Surgeries (Cirugías múltiples)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Articular Cartilage Injury	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):							
<b><u>LOWER LEG (Parte inferior de la pierna)</u></b>							
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Calcium Deposits (Depósitos de calcio)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muscle Injury (Lesión muscular)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Compartment Syndrome (Síndrome compartamental)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Infection (Infección)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify Symptoms (Identifique los síntomas):							
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):							
<b><u>ANKLE (Tobillo)</u></b>							
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multiple Fractures (Fracturas múltiples)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dislocation (Dislocación Lesión del nervio)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nerve Injury (Lesión del nervio)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muscle Injury (Lesión muscular)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Achilles Tendon Injury (Lesión del tendón de Aquiles)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ligament Injury-Sprain (Lesión/Distensión del ligamento)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multi. Lig. Injury-Sprain (Lesión/Dist. de ligamentos múlt.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High Ankle Sprain (Distensión en parte alta del tobillo)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Injection (Inyección)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surgery (Cirugía)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify Symptoms (Identifique los síntomas):							
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):							

## Orthopedic Ailments Checklist

### Lista de Verificación de Dolencias Ortopédicas

<u>FEET &amp; TOES (Pies y dedos de los pies)</u>	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
Fracture (Fractura)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Multi. Fractures (Fracturas múltiples)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Dislocation (Dislocación)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Heel Pain (Dolor en el talón)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Plantar Fasciitis (Fascitis de la planta)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Mid. Foot Injury (Lesión parte media del pie)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fore Foot Injury (Lesión parte delantera del pie)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Turf Toe (Lastimadura de los dedos del pie)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Nerve Injury (Lesión del nervio)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Infection (Infección)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Injection (Inyección)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Surgery (Cirugía)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify Symptoms (Identifique los síntomas):								
 Other (Otro):	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify (Identifique):								

## Orthopedic Ailments Checklist

### Lista de Verificación de Dolencias Ortopédicas

<u>FINGERS &amp; THUMB (DEDOS Y PULGAR)</u>	Yes (SI)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	T	R	L	B	S	D	5	4	3	2	Left (Izq.)	Right (Der.)	
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dislocation (Dislocación)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dislocation (Dislocación)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dislocation (Dislocación)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dislocation (Dislocación)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ligament Injuries (Lesiones en ligamentos)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ligament Injuries (Lesiones en ligamentos)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ligament Injuries (Lesiones en ligamentos)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thumb UCL Injury (Lesión carpiana del pulgar)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thumb UCL Injury (Lesión carpiana del pulgar)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Infections (Infecciones)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Infections (Infecciones)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Infections (Infecciones)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surgery (Cirugía)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surgery (Cirugía)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surgery (Cirugía)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Injections (Inyecciones)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Injections (Inyecciones)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Injections (Inyecciones)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Otras):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 7

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Charitable Contributions

Dear David:

I am writing to confirm certain understandings we have reached with respect to special covenants in the Uniform Player's Contract ("UPC") that provide for player contributions to charities that are affiliated with the Club.

Players and Clubs may only include special covenants in UPCs executed after the date of this Agreement that require a Player to make a contribution to a Club's charitable foundation or charity if each of the following criteria is met:

1. The UPC is for a Player who has Major League service at or above the threshold for obtaining arbitration eligibility under Article VI(E) in the prior season;
2. The UPC is "guaranteed" and covers more than one season, not including any option years;
3. The special covenant provides for a maximum annual charitable contribution of 1% of the Player's annual salary or such other amount up to a maximum aggregate contribution over the term of the contract of 1% of the player's total guaranteed salary;
4. The special covenant provides the Player with the option of funding the contribution to the charitable foundation through a payroll deduction, personal check, or some other mutually acceptable payment method;
5. The special covenant provides that 50% of the annual Player contribution be directed to the Club's charitable foundation for use at the foundation's discretion, and that the other 50% be directed to the Club's charitable foundation for distribution to charities to be mutually agreed upon by the Player and the Club, with the under-

standing that the majority of the latter contribution will be allocated to charities within the metropolitan area of the Club absent an agreement otherwise;

6. The special covenant, including any obligation on behalf of the Player to make a charitable contribution that has not yet accrued, will have no force and effect if the Player's UPC is assigned to another Major League Club or if the Player is unconditionally released; and
7. The charitable contribution special covenant(s) was negotiated on an individual basis and is not part of an across-the-board Club or Commissioner's Office policy requiring all eligible players to make charitable contributions.

A special covenant providing for a charitable contribution may be considered by the Arbitration Panel in any grievance involving a determination of whether a Player has complied with his obligations under paragraph 3(b) of his UPC.

A Club will supply to any player who has made, or is scheduled to make, a contractually-required charitable contribution to a Club-sponsored foundation or charity, an annual accounting of the uses of his contributions and the most recent audit report for the foundation or charity.

With respect to any Major League contracts that contain a charitable contribution provision and were signed prior to the effective date of the new Basic Agreement, the terms of the January 15, 2010 settlement agreement shall continue to govern.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner



ATTACHMENT 8

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony:

The Players Association has consistently maintained that a centralized effort by the Office of the Commissioner and/or the Clubs to reduce the number of Major League Clubs is a mandatory subject of bargaining under the National Labor Relations Act (“NLRA”). The Clubs, on the other hand, have consistently taken the position that such action is a permissive subject of bargaining under the NLRA. Without resolving this difference of opinion, the Parties have reached certain agreements on this topic during the negotiations over a successor Basic Agreement. Those agreements are reflected in Article XV(H) (Future Contraction) of the new Basic Agreement. The Parties agree, by this letter, that their agreement on this topic and the bargaining that preceded it shall not be used by either party as evidence that the topic is or is not a mandatory subject of bargaining in any subsequent litigation, including any grievance or NLRB proceeding.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 9

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Central Tender Letter

Dear Tony:

Pursuant to Article XX(A) of the Basic Agreement and paragraph 10(a) of the Uniform Player's Contract ("UPC"), the Clubs hereby tender contracts to the following players for the term of the next year as follows:

**CLUB**

<i>Player Name</i>	<i>Salary For Major League Service</i>	<i>Performance Bonuses</i>	<i>Salary For Minor League Service</i>	<i>Other</i>
--------------------	--	----------------------------	--	--------------

[See Exhibit 1 hereto]

Accordingly, the following players have not been tendered contracts for the term of the next year:

**CLUB**

*Player Name*

[See Exhibit 2 hereto]

Finally, Exhibit 3 provides the addresses of the Players who were promoted to a Major League roster for the first time this November and of those Players who, according to our records, do not have a certified Player Agent.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

## ATTACHMENT 10

This will set forth the understanding of the Parties regarding the last paragraph of Article XX(A) of the Basic Agreement and, specifically, the exercise of free agency rights by Players on the Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists:

1. A Player who properly has been placed on the Restricted List, or who properly has been placed on the Disqualified List for failure to render his services to his Club, shall be eligible to become a free agent as provided in Article XX, if otherwise qualified as set forth therein. Upon becoming a free agent, such Player shall automatically be removed from the Restricted or Disqualified List and reinstated to active status. Notwithstanding the foregoing, a Player who properly has been placed on the Restricted List for a violation of the Joint Drug Program or Joint Domestic Violence, Sexual Assault and Child Abuse Policy shall be eligible to become a free agent as provided in Article XX, if otherwise qualified as set forth therein, but shall remain on the Restricted List until he completes his suspension.

2. A Player who properly has been placed on the Disqualified List for a reason other than that stated in paragraph 1 above, or who properly has been placed on the Suspended, Ineligible, Voluntarily Retired or Military List, shall also be eligible to become a free agent as provided in Article XX, but he shall not be eligible to sign or play with a new Club until removed from such List and reinstated to active status.

## ATTACHMENT 11

This will set forth the understanding of the Parties regarding Article XX(A) of the Basic Agreement and, specifically, the obligations of Clubs to tender Contracts to and renew Major League Contracts of Players on the Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists:

1. The Clubs' obligations to tender and renew Contracts, as set forth in paragraph 10(a) of the Uniform Player's Contract, shall apply with regard to any Player who, at the applicable time, is on a Restricted List, or is on a Disqualified List for failure to render his services to his Club. Should a Club fail to so tender or renew a Contract, the Player shall become a free agent without any restrictions or qualifications, and he automatically shall be removed from the Restricted or Disqualified List. Notwithstanding the foregoing, a Player who properly has been placed on the Restricted List for a violation of the Joint Drug Program or Joint Domestic Violence, Sexual Assault and Child Abuse Policy shall be eligible to become a free agent as provided in Article XX, if otherwise qualified as set forth therein, but shall remain on the Restricted List until he completes his suspension.

2. With regard to any Player who is on the Disqualified List for a reason other than that stated in paragraph 1 above, or is on the Suspended, Ineligible, Voluntarily Retired or Military List, the Club shall not be obligated to tender or renew a Contract until the Player is removed from such List and reinstated to active status. If a Player is removed from such List during a period beginning 10 days prior to the tender date set forth in Article XX(A) and extending through the next championship season, the Club shall tender a Contract to him within 10 days following such removal. Thereafter, should the Club and the Player fail to agree upon the terms of a new Contract within 10 days after the Player's receipt of the tendered contract, the Club shall be obligated, within the next 5 days, to renew the Player's prior Major League Contract; provided, however, that if the tender is made during the period beginning 10 days prior to the tender date set forth in Article XX(A) and ending on the next March 1, the renewal period shall be as set forth in paragraph 10(a) of the Uniform Player's Contract. Should a Club fail to tender or renew a Contract as provided in this paragraph, the Player shall become a free agent without any restrictions or qualifications.

## ATTACHMENT 12

This will set forth the understanding of the Parties regarding Article XX(A), of the Basic Agreement:

With respect to a Minor League Player with no existing Major League Contract, whose Minor League contract has been assigned to a Major League Club, it is understood that the placing of such a Player on the Major League Club's Active Reserve List (40-man Roster) and the tendering to such a Player of a Major League Contract without the necessity of renewing the Minor League contract will provide the Major League Club with reservation rights to such a Player. Thus, such a Player will not become a free agent under Article XX(A)(2)(d), which provides that a Player will become a free agent if his Club fails to exercise its contract renewal rights, there being no prior Major League Contract to renew.

ATTACHMENT 13

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Information Bank

Dear Tony:

This is to confirm our understanding that during the term of this Agreement the Clubs will not operate an Information Bank with respect to free agents.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 14

CONFIDENTIALITY AGREEMENT

WHEREAS, the Major League Baseball Players Association (“the Association”) and the 30 Major League Clubs (“the Clubs”) have agreed that certain financial information in the possession of the Clubs is relevant to compliance with the Basic Agreement; and

WHEREAS, the Association and the Clubs have previously been Parties to Confidentiality Agreements under which the Association has generally restricted access to Documents (as defined below in paragraph 1) only to individuals involved in particular projects (such as the litigation of the collusion cases and the 1985, 1990, 1994-1997, 2002, 2006, 2011, and 2016 collective bargaining negotiations);

Now, THEREFORE, the Clubs and the Association hereby agree as follows:

1. Any documents pertaining to Club finances provided by the Clubs in whatever form (including electronic records) to the Association pursuant to the new Basic Agreement, including actual and projected revenue and expense data for individual Clubs, Club financial questionnaires and individual Club financial statements, industry consolidations of data (including the combined Financial Information Questionnaire), copies of the new national network, cable and radio agreements, and estimated interim or final revenue sharing net payments and net receipts, will be referred to as “Documents” or “the Documents.” All notes, studies, analyses and other internal work product prepared by or for the Association, based in whole or in part on the Documents, will be referred to as “the Work Product.”

2. The Association acknowledges that the Clubs consider the Work Product to have elements of confidentiality about it. Accordingly, the Association will act reasonably and responsibly and with due regard for the privacy interests of the Clubs in making reports or communicating with its membership and the public regarding the Work Product.

3. The Documents will be deemed to be confidential subject to the provisions of this Agreement, and the Association shall take steps to protect the Documents in the same manner as the docu-

ments received under prior Confidentiality Agreements or stipulations between the Parties.

4. The Documents will be used solely for the purpose of determining compliance with the new Basic Agreement and not for any other purpose whatsoever, including but not limited to any individual Player contract negotiations and in connection with any grievance not involving compliance with Article XXIV of the new Basic Agreement.

5. The Documents may be disclosed only to the following persons:

(a) outside attorneys retained in connection with determining compliance with the new Basic Agreement and their associated lawyers, legal assistants, secretarial and clerical personnel who are engaged in assisting them;

(b) the Association staff;

(c) outside experts, including economists, statisticians, accountants and their clerical assistants who are engaged in assisting the Association in connection with determining compliance with the new Basic Agreement; and

(d) individual Players and their agents, to the extent deemed necessary by the Association, in connection with its role as the collective bargaining representative.

6. The Association will establish appropriate procedures to maintain orderly control over the Documents when in use by the Association staff, outside attorneys, outside experts and individual Players and their agents. The Association will only give photocopies of the Documents to those described in paragraph 5 above to the extent necessary for the purpose of determining compliance with the new Basic Agreement and will maintain a record of any such photocopies. Any person described in paragraph 5 above who receives from the Association photocopies of any of the Documents will execute an Acknowledgment, a copy of which is attached as Exhibit 1.

7. The Documents and all photocopies thereof shall be returned to the Clubs within 30 days after a successor Basic Agreement to the new Basic Agreement is executed by the Clubs and the Association,



along with a written representation that no copies have been retained. The Association shall be entitled to retain all Work Product.

MAJOR LEAGUE BASEBALL  
PLAYERS ASSOCIATION

OFFICE OF THE COMMISSIONER

By: \_\_\_\_\_  
Tony C. Clark

By: \_\_\_\_\_  
Daniel R. Halem

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 1

ACKNOWLEDGMENT

The Major League Baseball Players Association and the Major League Clubs have agreed that information such as that enclosed herewith is to be considered confidential, consistent with the Confidentiality Agreement executed by them, and shall be used solely for the purpose of determining compliance with the new Basic Agreement and not for any other purpose whatsoever. A copy of the Confidentiality Agreement is also enclosed herewith.

The undersigned hereby acknowledges that he/she has read the Confidentiality Agreement and agrees to be bound by these confidentiality provisions.

Date: \_\_\_\_\_

ATTACHMENT 15

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear David:

The purpose of this letter is to confirm the following understandings:

1. Post-Season Reporting. During the period between the end of the championship season and the conclusion of a Club's participation in the post-season, players on the 40-man roster of that Club or players whose existing Major League contracts were assigned outright from a Major League roster may be directed by the Club to work out at the Club's Spring Training facility, in the Club's home city, on the road with the Club, or may voluntarily agree to work out at one or more of these locations with the consent of the Club, provided such players are potentially eligible to participate in the post-season under Major League Rule 40(a) and were not included on the relevant post-season roster. Such players shall receive first-class jet air and hotel accommodations in accordance with Article VII(A)(1), the applicable in-season meal and tip allowance under Article VII(B), and, if at the Club's Spring Training facility, reimbursement for the cost of a mid-size rental car in accordance with Article VII(F)(7), provided they do not have a personal residence in the metropolitan area of the city to which they have reported for workouts.
2. Off-Season Reporting. Any Player who agrees to spend all or part of the Major League or Minor League off-season at their Club's Spring Training facility for any reason shall receive first-class jet air transportation and hotel accommodations in accordance with Article VII(A)(1), the applicable in-season meal and tip allowance under Article VII(B), and reimbursement for the cost of a mid-size rental car in accordance with Article VII(F)(7),

provided such Player does not have a personal residence in the metropolitan area of the Spring Training facility.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 16

Rick Shapiro, Esquire  
Senior Advisor  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Home Run Derby

Dear Rick:

This letter confirms the Parties' understandings regarding the Home Run Derby.

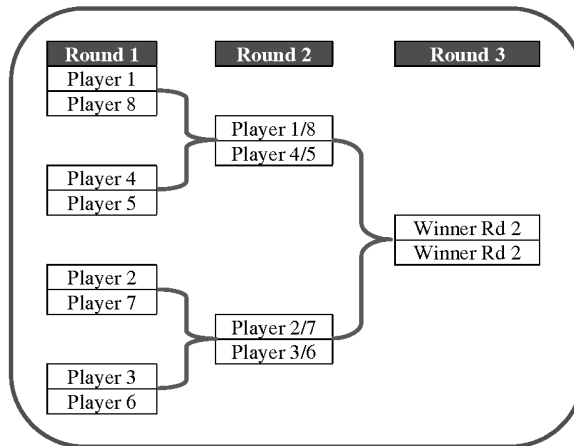
**1. Participants.** There shall be eight (8) participants in the Home Run Derby. Participation shall be voluntary. The participants shall be selected by the Office of the Commissioner, in consultation with the Players Association based on the following criteria:

- A. current season home run leaders;
- B. prior success in the Home Run Derby;
- C. the location of the game;
- D. whether the player has been, or is likely to be, selected as an All-Star;
- E. the player's home run totals in prior seasons;
- F. recent milestone achievements by the player;
- G. the player's popularity;
- H. League representation; and
- I. the number of Clubs represented by the proposed players.

The Office of the Commissioner shall provide a list to the Players Association of the eight players that it desires to participate in the Home Run Derby. After making any adjustments to the list based on input received from the Players Association, the Office of the Commissioner shall request that the Players Association extend invitations to the eight players on the list. If any of the eight players declines to participate in the Home Run Derby, or if one or more of the selected players cannot par-

ticipate due to injury, the Office of the Commissioner shall provide to the Players Association the names of additional players to be invited. The Players Association shall promptly report to the Office of the Commissioner whether the players who have been invited have accepted the invitation. The Parties shall agree on a schedule by which all eight participants in the Home Run Derby shall be selected and announced.

**2. Single-Elimination Bracket Format.** As illustrated below, the Home Run Derby shall be conducted in a single-elimination tournament in which the loser of each bracket is immediately eliminated from winning. Brackets in the first round shall be seeded by the Office of the Commissioner, in consultation with the Players Association, taking into consideration the following factors: (i) the player's performance in the prior season's Home Run Derby; (ii) the player's current season home run total; (iii) whether the player is a member of the Club hosting the All-Star Game; (iv) All-Star votes received in the current season; and (v) any other appropriate factor as determined by the Parties. Whenever possible, teammates will be seeded to avoid hitting against each other in the first round of the tournament. The player with the higher seed in any given bracket shall have the option of hitting first or second in that round.



**3. Scoring/Advancement**

**A. Home Runs.** Home runs shall be counted toward a batter's total score, and any swings or hits that result in anything other than a home run shall not be counted.

**B. Advancement/Winning.** The batter with the most home runs in each bracket shall eliminate his opponent and advance to the next round (or win the tournament, if in the third round).

**C. Tie-Breakers.** Ties in any round shall be broken by a straight 60-second swing-off (with no stoppage of time or additional time added). If the batters remain tied after the 60-second swing-off, the batters shall engage in successive three-swing swing-offs until there is a winner.

**D. Second Batter Advancement.** Once the second batter in any bracket hits one more home run than the first batter in that bracket, the second batter shall be declared the winner of that bracket and shall not attempt to hit any additional home runs.

#### **4. Timers**

**A. 4:00 Regulation Period.** Each batter shall have 4:00 minutes to hit as many home runs as possible within that period. Timers will be placed in appropriate places on and off the field, with certain timers clearly visible to the batter.

**B. Release of Pitch.** The timer will count down from 4:00 minutes beginning with the release of the first pitch.

**C. Ending the Round.** A round will end when the timer strikes zero. A home run shall count provided the pitch was released before the timer strikes zero.

**D. Successive Pitches.** A pitcher cannot throw a pitch until a batted ball has hit the ground, was caught or left the field of play in foul territory. After a ball has been hit, the lead official will raise his right hand in the air to signify to the pitcher that he may throw the next pitch to the batter.

**E. Time Outs.** Each batter in the first two rounds shall have the right to call one “time out” per round. Batters in the final round shall have the right to call two “time outs” in that round. A batter shall call a “time out” by raising his hand above his head or verbally requesting a time out from the official. The time out shall commence when the official signals the timer operator to stop the timer, and shall last 45 seconds (the second “time out” in the final round shall last 30 seconds). The official shall direct the batter to enter the batter’s box at the end of the time out, and the timer shall commence when the pitcher releases the next pitch.

**F. Bonus Period.** In a given round, a batter will be awarded thirty seconds of bonus time if he hits at least two home runs that each equal or exceed 440 feet in that round. All distances will be measured using MLBAM’s Statcast system. If Statcast is unable to record the distance of a home run, a batter only will be given credit for the home run for purposes of this bonus provision if there is no doubt that the home run landed at least 440 feet from home plate based on alternative methods of estimating the distance. Following the Regulation Period, there shall be a break of up to one minute (depending on the preference of the batter) before the commencement of the Bonus Period. The timer will count down commencing with the release of the first pitch in the Bonus Period.

**5. Pitchers & Officiating**

**A. Pitchers.** Each participant shall have the right to select his own pitcher.

**B. Official Scorer.** The Office of the Commissioner will select an individual to serve as the Official Scorer of the event. The Official Scorer will make the final determination regarding any issue with respect to scoring, home run distance, timers, and any other issue that arises during the event.

**C. Lead Official.** The Office of the Commissioner will select one individual to serve as the lead official on the field. The Lead Official will notify the pitcher when he may pitch to the batter, and enforce the appropriate time periods. The Lead Official will communicate with the Official Scorer and timer operators by headset.

**6. Prizes.** On or before July 31 following each Home Run Derby the Office of the Commissioner shall provide \$525,000 in bonuses (less any applicable taxes or withholdings) to the participants in the following amounts:

2017 & 2018		
Round	Place	Bonus
Final Round	Winner	\$125,000
Final Round	Loser	\$75,000
6 others	-	\$50,000
Longest Home Run*	-	\$25,000

2019-2021		
Round	Place	Bonus
Final Round	Winner	\$150,000
Final Round	Loser	\$100,000
6 others	-	\$75,000
Longest Home Run	-	\$25,000

\* Tiebreaker: comparison of each player’s next longest home runs until tie is broken.



**7. Bats.** Players may use bats in colors or with designs not otherwise permitted under Major League Baseball's Bat Regulations, provided that:

**A.** the bat meets all other requirements of a bat approved for use in Professional Play (e.g., its dimensions and density are compliant with the Bat Regulations);

**B.** the bat does not contain any markings that are designed for a commercial purpose, including the promotion of a product or company, other than the name and/or logo of the bat manufacturer in a size that complies with the Bat Regulations;

**C.** the bat does not contain any messages or images that may offend fans, players or others associated with the event; and

**D.** participants will bring a sample bat to the meeting that precedes the event. A representative of the Commissioner's Office responsible for bat compliance will attend the meeting together with a representative from the Players Association and check the bats. If any bat is deemed by such representatives to be not in compliance, that participant will use his All-Star Game bat.

Bats approved for use during the Home Run Derby under this provision may not be used during the All-Star Game or any other Major League or Minor League games (exhibition or otherwise).

**8. Microphones.** All participants in the Home Run Derby, and players watching the event on the sidelines, will be encouraged by the Players Association to wear a microphone pursuant to the standards described in Article XV(N)(8) ("Miking"). In no event shall less than four (4) participants wear a microphone for the event; provided that staff from the Players Association shall be exclusively responsible for communications with Players in this regard.

**9. Commercial Sponsorship Activities.** At least the earlier of (a) promptly following the date such sponsorships are secured or (b) seven days prior to the Home Run Derby, the Parties will discuss any opportunities for participants in the event to engage in sponsorship, endorsement or promotional activities in connection with any commercial sponsors of the Home Run Derby. To that end, MLB shall send the Players Association on or before that date, a list of all approved or planned sponsors and proposed promotional activities. If a sponsor wants any player or players to wear or use such sponsor's product, service or logo, the Players Association must review and approve same.

**10. Promotional Activities.** The participants in the Home Run Derby, upon request, will engage in two non-sponsored promotional activities for MLB or ESPN solely designed to promote the event. Any requested promotional activities beyond the two commitments referenced above shall be completely voluntary for each participant. All promotional activities shall take place at such times and places as will be convenient for the involved participant. The Office of the Commissioner will provide the Players Association with written notice at least three days prior to the event of any such promotional activities requested under this paragraph. Failure to comply with the notice requirements hereunder shall result in the related obligations transitioning to become entirely voluntary.

**11. Charitable Contributions.** The Office of the Commissioner shall have the right, but not the obligation, to agree with a sponsor to provide a charitable contribution to the participants of the Home Run Derby.

**12. Notice of and Agreement to Modification.** In the event that the Office of the Commissioner desires to modify this format in a manner that impacts terms and conditions of players' employment, it will propose such method to the Association prior to May 1 of any year, and reach agreement with the Association on the method before it is implemented.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 17

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony:

This letter is to confirm our understanding that Major League Baseball will make available its resident security agents to meet with a designated player representative and a Club representative for each of the Clubs to discuss certain issues related to family security at the ballparks, including but not limited to, player and family parking, family seating and security and family rooms.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 18

**AUTHORIZATION FOR THE USE AND/OR  
DISCLOSURE OF MAJOR LEAGUE PLAYER  
HEALTH INFORMATION**

I authorize the use and/or disclosure of my health information as provided for below:

1. This authorization applies to all health information about me that is now (or, during the period covered by this authorization, may be) in the possession, custody or control of the persons or entities (or classes of persons or entities) identified in Paragraph 2 below. As used hereafter in this authorization, “health information” shall mean my entire health or medical record, including, but not limited to, all information relating to any injury, sickness, disease, mental health condition, physical condition, medical history, medical or clinical status, diagnosis, treatment or prognosis, including without limitation clinical notes, test results, laboratory reports, x-rays and diagnostic imaging results, but does not mean any health or medical records or any test results, if any, deriving from Major League Baseball’s Joint Drug Prevention and Treatment Program.

2. I authorize the following persons and entities (or classes of persons and entities) to use and/or disclose (to the individuals specified in paragraph 3 below) any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control for the purposes described in paragraph 3 below: All health care providers (including but not limited to *insert name of Club orthopedist and medical internist*), other physicians, psychologists, laboratories, clinics, Club Certified Athletic Trainers, and employee assistance professionals) with whom I have consulted pursuant to my Uniform Player’s Contract (“UPC”), the Basic Agreement, or for a work-related disability, injury, illness or condition.

3. I authorize the persons and entities (or classes of persons and entities) described in paragraph 2 to disclose any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control, for any purpose relating to my employment as a player for the Club, including, but not limited to, the purposes set forth in Article XIII(G) of the Basic

Agreement and Paragraph 6(b) of my UPC, both of which are incorporated herein by reference, to the Owner, President, General Manager, President of Baseball Operations, Director of Baseball Operations, Assistant General Manager, Field Manager, Physicians and such medical personnel as they may designate, Director of Medical Services, Certified Athletic Trainer, Assistant Certified Athletic Trainer, Club Rehabilitation Coordinator, In-House Counsel, Risk Manager and Workers Compensation Coordinator of the Club or Clubs for which I have agreed (or may agree) to render playing services during the period covered by this authorization and, subject to Article XIII(G)(5) of the Basic Agreement, the Office of the Commissioner. The names of the individuals serving in each of the roles listed in this Paragraph 3 are attached hereto. In the event I apply for a Therapeutic Use Exemption under Major League Baseball's Joint Drug Prevention and Treatment Program ("Joint Drug Program"), I also authorize the disclosure of health information to the Independent Program Administrator of the Joint Drug Program. In the event my UPC is optioned to a minor league affiliate of the Club, I also authorize, during the period of my optional assignment, the disclosure of health information to the Club's Farm Director and to the minor league affiliate's Field Manager, Physicians and such medical personnel as they may designate, and Certified Athletic Trainer and Assistant Certified Athletic Trainer. In the event of any contemplated assignment of my UPC to another Club or Clubs, I authorize, subject to Paragraph 6(b)(2) of that UPC, disclosure of my health information to the physicians and officials (including, but not limited to, Certified Athletic Trainers) of such other Club or Clubs.

4. In addition to the disclosure permitted in Paragraph 3 above, I also authorize any health care provider with whom I have consulted pursuant to Major League Baseball's Joint Drug Program to disclose to members of the Treatment Board health information about me (including, but not limited to, drug test results) that is (or, during the period covered by this authorization may be) in their possession, custody or control. It is my understanding that the Treatment Board may only disclose this information pursuant to the provisions set forth in Section 5 of the Program.

5. My agreement herein is expressly conditioned upon the limited nature of the disclosures authorized. The disclosure of health information pursuant to this authorization is solely for the purposes specified in this authorization. The health information may not be dis-

closed to any person or entity other than those specified herein without my express written consent. The health information may not be utilized for any purpose other than that specified herein without my express written consent. No person to whom or entity to which health information is disclosed may re-disclose such information for any purpose other than those specified herein, without my express written consent. This authorization is further conditioned upon the express understanding that neither the Major League Club to which I am under contract nor any other Major League Club will assert that the disclosure of health information pursuant to this authorization other than for the limited purposes specified herein constitutes a waiver of any right to privacy or confidentiality with respect to that medical information under federal or state law, or any regulation.

6. I acknowledge that HIPAA may not prevent the recipients of medical information pursuant to Paragraph 3 above from re-disclosing that information. However, under Paragraph 6(b) of the UPC, these recipients may not disclose that information to any other person other than as provided therein without my express written consent. I also acknowledge that Club Certified Athletic Trainers may not be considered as bound by HIPAA's restrictions on disclosure of health information. Nothing in these acknowledgments or this authorization shall be considered as a waiver of any rights to privacy or non-disclosure of health information that I may have under the Basic Agreement, the Joint Drug Program, the UPC, any state law (which is not preempted by HIPAA), Canadian law, including the Ontario Personal Health Information Protection Act of 2006 ("PHIPA"), or any other federal law that are not expressly waived by the disclosures permitted herein.

7. I understand that my refusal to sign this authorization will not affect my ability to obtain treatment from *[insert name of Club physician]*. I acknowledge, however, that, pursuant to Paragraph 6(b) and Regulation 2 of the UPC to which I am (or, during the period covered by this authorization, may be) a party, I have agreed that I will furnish and that *[insert name of Club physician]* and others may furnish to the Club(s) referred to in Paragraph 6(b) and/or Regulation 2 all relevant medical information relating to me, and further that my refusal to authorize the furnishing of such information as provided for by Paragraph 6(b) and/or Regulation 2 of my UPC may constitute a breach of that contract.

8. I understand that I have the right to revoke this authorization at any time, but that my revocation will not be effective to the extent that any of the persons or entities (or classes of persons or entities) I have authorized to use and/or disclose my health information have acted in reliance upon this authorization. My revocation must be in writing and be sent to *insert name and address of Club physician*. I further understand that my right to revoke this authorization shall not serve to excuse any failure on my part to comply with the provisions of any UPC to which I am (or, during the period covered by this authorization, may be) a party, or any other agreement that may govern the terms and conditions of my employment as a player for a Major League Baseball Club.

9. This authorization expires one year from the date it is signed, unless previously revoked.

10. I acknowledge that I have received a copy of this authorization.

\_\_\_\_\_  
Player Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Player Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Printed Name

**Authorized Persons and Entities**

---

---

---

---

---

---

---

---

---

---

---



## UNIFORM REGULATIONS

### A. Uniform Dress Policy

These Regulations are intended to supplement the provisions of Official Baseball Rule 3.03. In accordance therewith, all Players are required to be in uniform and to wear only Club-issued apparel, outerwear, and equipment during games (on the field, in the dugout, and in the bullpen). All Players are required to wear only Club-issued apparel, outerwear, and equipment while on the field during batting practice and while in any in-stadium interview room up to 30 minutes following games. All Players, including those who are not playing (e.g., on the bench or in the bullpen), are required to wear uniforms, including the uniform top, during games. No alterations, writing or illustrations, other than as authorized herein, are to be made to any part of the uniform. In furtherance of these policies, the following regulations shall apply.

### B. Pants

1. Straps may not be attached to the bottom of the pants.
2. Shoes may not be laced through the pants.
3. The elastic string may not be completely removed from the bottom of the pants.
4. The bottom of the pants may not be cut. Players wishing to relax the elastic string must do so from inside the pants.
5. Pants may not extend below the top of the heel of spikes.
6. Pants may not be so baggy or otherwise sized or worn in such a manner that may, in the umpire's judgment, interfere with the umpire's ability to make calls or provide the Player with a competitive advantage.
7. Pants pockets may not intentionally be untucked.
8. Every effort will be made to replace, in a timely fashion, pants torn during the game.

### **C. Jerseys**

1. Jerseys, including sleeves, may not be so baggy or otherwise sized or worn in a manner which may, in the umpire's judgment, interfere with the umpire's ability to make calls or provide the Player with a competitive advantage.
2. Sleeve length may not extend below the elbow.
3. Sleeves may not be cut.
4. Jerseys may not be unbuttoned below the bottom of the Club logo.
5. Jerseys may not intentionally be untucked.
6. Under no circumstances may a jersey be ordered at or altered to a length where it cannot properly be tucked in.
7. A Player will not be permitted to change his jersey number even if such request is approved by his Club unless the request was received by the Office of the Commissioner no later than July 31 of the year preceding the championship season in which the jersey number change would take effect. Notwithstanding the foregoing, the Office of the Commissioner will not deny a request to change a Player's jersey number even when the requisite notice was not provided if: (a) the Player changed Clubs following the notification deadline; or (b) the Player (or someone on his behalf) purchases the existing finished goods inventory of apparel containing the Player's jersey number that is held on hand by the then-current authorized apparel licensee(s).

### **D. Undershirts**

1. When any portion of a Player's undershirt is visible, the Player may only wear an undershirt that is in the Club's primary color or the heather gray color supplied by the Club.
2. No corporate identification or other logos of any kind are to be visible on any part of the undershirt, except for any Club logo, the Major League Baseball silhouetted batter logo or another logo jointly approved by Major League Baseball and the Association.

### **E. Compression Sleeves**

No corporate identification or other logos of any kind are to be visible on any part of the compression sleeve, except for any Club logo, the Major League Baseball silhouetted batter logo or another logo jointly approved by Major League Baseball and the Association.

### **F. Outerwear**

Players may not cut or in any way alter the Club-supplied outerwear.

### **G. Footwear**

1. At least 51% of the exterior of each Player's shoes must be the Club's designated primary shoe color and the portion of the Club's designated primary shoe color must be evenly distributed throughout the exterior of each shoe.
2. Individual Clubs shall determine the Club's shoe design and color schemes. Players must wear shoes that are compatible with their Club's design and color scheme.
3. Shoes with pointed spikes similar to golf or track shoes shall not be worn.
4. Excessive and distracting flaps and laces on shoes, particularly those on pitchers, are not permitted.
5. Players will not be allowed to change shoes while running bases during any Major League game.
6. The addition of tape that is a color different than that of the shoe is not permitted and, if used, will mean the Player, coach or manager is out of uniform.

### **H. Adornments and Markings**

1. No field personnel may wear distracting jewelry of any kind. Distracting jewelry includes any item worn or used by a Player which, in the opinion of the umpire, could interfere with the play of the game or umpires' ability to make calls, or endanger the health or safety of a Player, including the Player wearing the jew-

elry. In addition, no Player or Club may attach or otherwise affix or embroider to any portion of the uniform (including the cap and the helmet, batter and catcher) or playing equipment (including gloves), any pins, flags, commemorative patches, decals or other items, unless authorized by the Office of the Commissioner, which shall consult with the Players Association on such matters in advance of such authorization. A Player may not write, attach, affix, embroider or otherwise display nicknames or messages on apparel or playing equipment, except that a Player may display: (a) his name and/or uniform number on fielding gloves, footwear, batting gloves, wristbands, elbow protectors, shin/ankle protectors and catcher's equipment; and (b) a nickname on fielding gloves or catcher's equipment, provided that the nickname is not visible during games and is not reasonably likely to offend fans, business partners, Players, and others associated with the game.

2. No Player may have any visible corporate markings or logos tattooed on his body. In addition, no pitcher shall have markings on his body that are potentially distracting to the umpire or batter. Markings that are potentially distracting include tattoo(s) or other marking(s) which, in the opinion of the umpire, could interfere with the umpires' ability to make calls, endanger the health or safety of a batter or otherwise interfere with the play of the game.

- (a) If an umpire determines that a Player's tattoos or other markings violate the above standard, the umpire shall inform the On-Field Department of the Office of the Commissioner, which shall notify both the Player and the Players Association. The umpire will not require the Player to cover the tattoos or markings prior to being instructed to do so by the Office of the Commissioner.
- (b) If a Player desires to appeal the umpire's decision to the Chief Baseball Officer, he must do so within 24 hours of receiving notice. The Player will not be required to cover his tattoos or markings between the filing of an appeal and a decision by the Chief Baseball Officer.
- (c) The Player, the Players Association and the Player's Club may present to the Chief Baseball Officer any arguments or information they desire in support of the appeal. The decision of the Chief Baseball Officer regarding whether the Player

must cover his tattoos or markings will be final and binding on the Player, the Players Association, Major League Clubs and umpires.

**I. Permissible Alterations**

1. Pant length alterations consistent with past practice and Section B, above.
2. Sleeve length alterations consistent with past practice and Section C, above.
3. Tapering of pants and jerseys.

**J. Wristbands**

No Player is permitted to wear white wristbands or bandages, because of the possible difficulty in distinguishing the baseball from the wristband or bandage. This prohibition extends to white wristbands with a stripe insufficient to permit the distinction.

**K. Gloves**

1. Any pitcher starting or entering a game wearing a colored glove must wear a glove of the same color for the pitcher's entire participation in the game.
2. The pitcher's glove may not, exclusive of piping, be white, gray, nor, in the judgment of an umpire, distracting in any manner. See Official Baseball Rule 3.07(a).
3. Any Player wearing a golf or batting glove underneath a playing glove may not rub up balls for use by the pitcher.

**L. Helmets**

1. Each catcher shall wear a catcher's protective helmet while fielding the position. Provided that such protective helmet has been approved by the Official Playing Rules Committee, a catcher may wear any protective helmet that conforms with past practice. See Official Baseball Rule 3.09.

2. All batting helmets must have the Major League Baseball silhouetted batter logo on the back of the helmet and may not include any corporate logos. The Club and Major League Baseball silhouetted batter logos cannot be obscured.

#### **M. Other**

1. A catcher entering the on-deck circle as the next batter shall have removed his shin guards before entering the on-deck circle.

2. Catchers' shin guards and chest protectors may not contain any white (other than the corporate logo).

3. A Player will not be permitted to display corporate logos or other identifying marks on equipment, apparel or outerwear other than on: (a) the items set forth in the Uniform Regulations' Logo/ID Specifications; (b) items issued by his Club; or (c) items that at least ten players have regularly used or worn in a game prior to the conclusion of the 2011 championship season. With respect to any category of equipment or apparel not covered by the Uniform Regulations, the Players Association and Major League Baseball will explore in good faith the possibility of jointly selling an exclusive or non-exclusive license for that category of equipment or apparel. If the sale of such a joint license is not feasible and Major League Baseball objects to the display of a logo or marks on a particular product, the Player cannot display the logo or marks until the Parties resolve the issue or, if Major League Baseball files a grievance under Article XI(B) of the Basic Agreement, the completion of an expedited grievance process. In a grievance arbitration over this issue, both Parties reserve all of their arguments under the Basic Agreement, the Major League Rules, the Official Baseball Rules, and the Uniform Player's Contract to support their respective positions. Nothing in this paragraph is intended to prohibit a Player from using equipment permitted under the Official Baseball Rules if the corporate logos or marks are concealed.

4. MLB-Designated Theme Days. Players are prohibited from wearing items and using equipment consistent with a Major League Baseball-designated theme for a specific game day (e.g., Mother's Day, Father's Day, Memorial Day, Independence Day, etc.) except for such specific items or equipment that have been

approved and communicated with reasonable advance notice to the Players Association and the Clubs' equipment managers. Violations of this policy will be deemed to be flagrant under Paragraph 4 of Section O, below.

To the extent that a Player desires to wear an item or use equipment that is not authorized for use on an MLB-Designated theme day, the Player must obtain advance approval from the Commissioner's Office, which approval shall not be unreasonably withheld, provided that: (a) the color and design of the item or equipment is consistent with that of the particular theme day; (b) no corporate logos or distinguishing marks are displayed on the item or equipment; and (c) the category of item or equipment has been approved for use in Major League games on non-theme days. It is encouraged that the manufacturer of the item or equipment contributes funds to the designated charity of the theme day. In addition, the Office of the Commissioner shall: make available to Players, if practical, non-logoed items or equipment if the Player wants to participate in the theme day event but does not desire to use a product manufactured by the designated corporate sponsor; and, provide the Players Association with recognition supporting theme day. A player who declines to participate, in whole or in part, in any MLB-designated theme day shall be permitted to wear any item or use any equipment he would otherwise use/wear during a non-theme day.

## **N. Enforcement**

The Chief Baseball Officer shall enforce these Regulations and impose discipline as set forth in Section O below. In addition, umpires shall have the authority to enforce on the field those Regulations that cover the traditional domain of umpires. (See, e.g., Official Playing Rule 3.08 (Comment).)

## **O. Discipline**

1. Players will be subject to the following discipline schedule for violations of these Uniform Regulations:
  - (a) First violation: the Chief Baseball Officer will issue a Uniform Regulations Violation Warning, setting forth the provi-

sion of the Uniform Regulations that the Player has violated and specifying that the Player will be subject to further discipline if he does not immediately cease violating the Regulations;

- (b) Second violation within the same Section of the Uniform Regulations or regarding the same “Product” on the Uniform and Equipment Logo/ID Specifications: the Chief Baseball Officer will issue a Notice of Discipline, which levies a \$1,000 fine and sets forth the provision of the Uniform Regulations that the Player has violated for the second time and specifies that the Player will be subject to additional discipline if he does not immediately cease violating the Regulations;
  - (c) Third violation within the same Section of the Uniform Regulations or regarding the same “Product” on the Uniform and Equipment Logo/ID Specifications: the Chief Baseball Officer will issue a Notice of Discipline, which levies a \$5,000 fine and sets forth the provision of the Uniform Regulations that the Player has violated for the third time and specifies that the Player will be subject to additional discipline if he does not immediately cease violating the Regulations;
  - (d) Fourth violation within the same Section of the Uniform Regulations or regarding the same “Product” on the Uniform and Equipment Logo/ID Specifications: the Chief Baseball Officer will issue a Notice of Discipline, which levies a \$10,000 fine and sets forth the provision of the Uniform Regulations that the Player has violated for the fourth time and directs that the Player will not be permitted to play in championship season games (including Spring Training and post-season games, if applicable) until the Player’s uniform is in compliance with the Regulations and the Official Playing Rules.
2. The fine schedule set forth in Paragraph 1 above shall apply no matter how much time has elapsed between violations.
  3. Complaints involving discipline imposed upon a Player by the Chief Baseball Officer for a violation of the Uniform Regulations shall be subject exclusively to Article XI(C) of the Basic



Agreement. If the Chief Baseball Officer imposes discipline consistent with Paragraph 1 above, the only issue before the Special Assistant to the Commissioner shall be whether the Player committed the violation alleged in the Notice of Discipline. If the Special Assistant to the Commissioner finds that the Player committed the violation alleged in the Notice of Discipline, the discipline shall be as set forth in the Notice of Discipline. In cases involving discipline imposed under Paragraph 1.c above, the Special Assistant to the Commissioner shall attempt to hear the appeal within two weeks of the date on which it was filed. If the appeal cannot be heard during that period due to the Player's unwillingness to participate in the city in which his Club is scheduled to play or the Players Association's inability to travel to such city, the appeal shall be heard by teleconference. If the appeal cannot be heard during that period for any other reason, the appeal shall be heard, in the city in which the Player's Club is scheduled to play, at the earliest available date. In cases involving discipline imposed under Paragraph 1.d above, the appeal shall be heard as soon as practicable in a location that does not make the Player unavailable to play or the city where the Player's Club is scheduled to play, but not later than 4 business days from the imposition of the directive.

4. Notwithstanding the foregoing, the following will apply to a violation of Section M.3 after a warning and to repeated or a single flagrant or provocative breach of the Uniform Regulations involving an intentional impermissible alteration, writing or illustration or other marking made by a Player to any part of his uniform (including the cap and the helmet, batter or catcher):

- (a) The Chief Baseball Officer may impose fines at levels different from the levels reflected in Paragraph 1 above. Complaints involving a fine imposed upon a Player by the Chief Baseball Officer that is greater than the amount set forth in Paragraph 1 for such violation shall be subject exclusively to Article XI(C) of the Basic Agreement but the Player may challenge the level of discipline imposed in addition to the fact that discipline was imposed.
- (b) The Chief Baseball Officer may direct, prior to the fourth such violation, that the Player will not be permitted to play in

championship season games (including Spring Training and post-season games, if applicable) until the Player's uniform is in compliance with the Regulations and the Official Playing Rules. Complaints involving such a directive shall be subject exclusively to Article XI(C) of the Basic Agreement but the Player may challenge the level of discipline imposed in addition to the fact that discipline was imposed. The implementation of such a directive shall not be stayed by a Player's appeal. A Player's appeal of such a directive shall be heard as soon as practicable in a location that does not make the Player unavailable to play or in the city where the Player's Club is scheduled to play, but not later than 4 business days from the imposition of the directive. A Player precluded from play because of failure to comply with such a directive shall not be paid for any game missed as a result of such discipline; provided, however, that such Player shall be made whole pursuant to Article XII(A) of the Basic Agreement if his appeal of such discipline is upheld in full or in part.

(c) The Chief Baseball Officer may not impose any other discipline, including a suspension, upon a Player for any such violation.

5. Fines issued by the Chief Baseball Officer for any violations of the Uniform Regulations shall be payable within two weeks from the date of the Notice of Discipline. All fine payments (made payable to Major League Baseball) must be sent to the Department of On-Field Operations at Major League Baseball.

**MAJOR LEAGUE BASEBALL**  
**Uniform and Equipment Logo/ID Specifications**

<b>Product</b>	<b>Proposed Manufacturer's Logo/ID</b>	<b>Number of Placements</b>
Batting Glove	One mark – 3 sq in (with no dimension less 1.25 in) Second mark – 1.5 sq in	Two
Catcher's Chest Protector	Front mark – 6.5 sq in (with no dimension less than 1.75 in) Back mark – 2.5 sq in (with no dimension less than 1 in)	Two
Catcher's Face Mask	1 sq in (with no dimension less than 1 in)	Two (one front, one back)
Catcher's Helmet	1 sq in (with no dimension less than 1 in)	Two (one front, one back)
Catcher's Knee Support	1.5 sq in (with no dimension less than 1 in)	One
Catcher's Shin Guard	1.5 sq in (with no dimension less than 1 in)	One
Elbow Protector	1 sq in (with no dimension less than 1 in)	One
Shin/Ankle Protector	1 sq in (with no dimension less than 1 in)	One
Sunglass Strap	0.5 sq in	One
Sunglasses	0.5 sq in	Either one on bridge of nose or one on each "temple" of glasses
Wristbands	2 sq in (with no dimension less than 1 in)	One on each arm no higher than the elbow
Compression Sleeves	1 sq in (with no dimension less than 1 in)	One

Measurement. Whether a proposed corporate or manufacturer's logo/ID is within the permissible size described above shall be determined by the industry practice known as the "leading edge trailing edge standard." This standard is as follows:

1. The "dimension" regulations referenced in the above chart would be applied by measuring from the leading edge of the logo to the trailing edge of the logo and from the very top of the logo to the very bottom of the logo.
2. Once the dimension regulation is satisfied, the number of square inches of the logo would be calculated using the geometric formula for the closest approximate, standard geometric shape (i.e., rectangle, square, circle).

ATTACHMENT 20

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner  
245 Park Avenue  
New York, New York 10167

Dear Dan:

The Clubs, throughout this and previous rounds of negotiations, have consistently maintained that the Commissioner's regulation of industry debt is not a mandatory subject of bargaining under the National Labor Relations Act. We, on the other hand, have consistently taken the position that it is.

In furtherance of the negotiations on an overall Basic Agreement, you proposed changes to the debt regulations known as the Debt Service Rule, contingent upon a prior acknowledgment by the Association that the proposal and any discussion that it may generate, including any subsequent counterproposals, are without prejudice to the Clubs' legal position on bargainability.

The Association, by this letter, provides that acknowledgment. It agrees that the proposal and discussions shall not be used as evidence by the Association that the topic of debt regulation is a mandatory subject of bargaining in any subsequent litigation, including any grievance or NLRB proceeding.

This acknowledgment and agreement is, of course, without prejudice to the Association's position that the topic is a mandatory one.

Sincerely,

Tony C. Clark  
Executive Director  
Major League Baseball Players  
Association

ATTACHMENT 21

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Debt Regulation

Dear Tony:

This letter will memorialize our additional understandings on debt regulation, and shall be considered an agreement between the Association and the Clubs within the meaning of Article XI(A)(1)(a) of the Basic Agreement.

First, the Parties agree that the Panel cannot resolve disputes concerning the meaning, interpretation or application of the Debt Service Rule without resort to its bargaining history, in this or earlier bargaining rounds, which reflects understandings that significantly inform the meaning of the Rule as intended by the Parties.

Second, our negotiations over and agreement to the Debt Service Rule are both subject to the agreement reflected in Attachment 20. Moreover, the Parties reserve their legal positions regarding the bargaining status of any action taken by the Commissioner pursuant to Section 6.1 of the Debt Service Rule.

Third, it was the Parties' intention, in agreeing to the Debt Service Rule, to ensure that each individual Club has or would have sufficient resources to support its level of debt or proposed debt, as opposed to an intention to limit or reduce the amount that the Clubs or a particular Club could spend on Player salaries.

Fourth, the Parties do not intend for the Debt Service Rule to displace or otherwise limit the authority of the Commissioner to take actions, consistent with actions taken in the past, that are designed to preserve the financial stability of the Clubs. As he has done in the past, the Commissioner will consult with the Players Association prior to taking any such action against a Club that may affect the interests of Players.

Fifth, during the term of this Agreement, and subject to Paragraph 6.1 of the Debt Service Rule, the Commissioner shall adopt no other form of debt regulation.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

## **DEBT SERVICE RULE**

**Section 1. The Rule.** No Club may maintain more Total Club Debt than can reasonably be supported by its EBITDA. A Club's Total Club Debt cannot reasonably be supported by its EBITDA if Total Club Debt exceeds the product of that Club's EBITDA during the most recent year multiplied by the EBITDA Multiplier applicable to that Club.

**Section 2. Definitions.** Subject to the amendment procedures set out in Section 6.1 below, the following definitions shall be utilized in the administration of the Debt Service Rule:

(a) EBITDA. "EBITDA" means a Club's earnings for its fiscal year, before interest, taxes, depreciation and amortization, as calculated and reported in accordance with Part I, Schedule I, Section D, Line 45 of the annual Financial Information Questionnaire ("FIQ"), which each Club must submit to the Office of the Commissioner after the close of each fiscal year. For the purposes of this Debt Service Rule, each Club shall calculate its annual EBITDA net of the Club's net receipts or net payments under any revenue sharing arrangements then in effect among the Major League Clubs.

(b) Total Club Debt. "Total Club Debt" means a Club's total outstanding debt, calculated as an average over the course of each fiscal year, including, without limitation, all long-term and short-term obligations and all indebtedness resulting from: (1) debt incurred pursuant to the Major League Baseball industry credit facility; (2) Club Supported Debt incurred by the Club or any Club related party; provided that with respect to any third-party indebtedness incurred by a Club related party, such indebtedness shall be deemed to be Club Supported Debt unless the Club delivers all relevant Club related party financial statements and annual budgets to the Office of the Commissioner and demonstrates, to the satisfaction of the Office of the Commissioner, that such indebtedness is



serviceable or payable, in whole, by non-Club funds (regardless of whether such indebtedness is collateralized by assets of the Club); (3) deferred compensation (other than deferred compensation payable to Major League Players (see clause (9) below)); (4) stadium-related debt incurred for or in connection with ballpark construction or improvements; provided, however, that any debt falling within this clause (4) shall not become part of Total Club Debt until the first full season of the operation of the new or renovated stadium for which such debt was incurred; and (5) any other debt that is properly classified as indebtedness of the Club under generally accepted accounting principles in place as of the effective date of this Basic Agreement, but excluding: (6) the Excludable Debt; (7) advances taken by a Club against future revenue that it is contractually entitled to receive; (8) any debt issued in connection with the monetization of a long-term Club business contract, the proceeds of which are placed into an escrow account controlled by the Office of the Commissioner; and (9) any compensation payable to Major League Players, including deferred compensation or any other commitment under a Uniform Player's Contract, or any obligation to the Major League Baseball Players Benefit Plan or Industry Growth Fund. "Excludable Debt" shall be the first seventy-five million dollars (\$75,000,000) in outstanding debt from any of the sources described in clauses (1)-(5) above. "Club Supported Debt" means any indebtedness (including any loan, advance or guarantee) that is collateralized by the assets of the Club (including any pledge of a direct or indirect interest in the Club) or serviced or payable, in whole or in part, either directly or indirectly, using Club funds; provided that, with respect to any loans or advances from a Club's owner or any related party that are neither collateralized by the assets of the Club (including any pledge of a direct or indirect interest in the Club) nor serviced, in whole or in part, either directly or indirectly, using Club funds, such indebtedness shall be deemed to be Club Supported Debt if the Club has not delivered all relevant related party financial statements and annual budgets to the Office of the Commissioner.

(c) EBITDA Multiplier. “EBITDA Multiplier” means the number to be multiplied by the Club’s EBITDA during the most recent year in order to determine the maximum Total Club Debt that reasonably can be supported by that Club’s EBITDA. The EBITDA Multiplier shall be eight (8), except that any Club which incurs (or has incurred within the last ten years) stadium-related debt to finance construction of a new ballpark or the major renovation of its existing ballpark may use an EBITDA Multiplier of twelve (12) for the first ten (10) fiscal years after that ballpark’s opening or reopening.

(d) Accounting Rules. Each Club’s reporting and accounting practices relevant to an evaluation of its compliance with the Debt Service Rule shall be subject to the Commissioner’s review and approval. Moreover, in any case involving off-balance-sheet debt, the determination of whether the indebtedness shall be included in Total Club Debt under Section 2(b) above shall be made by an auditor retained by the Office of the Commissioner, applying generally accepted accounting principles on a consolidated basis except as otherwise provided by Section 2(b) above. The Major League Baseball Players Association (“Players Association”) may seek review of the auditor’s determination by the Arbitration Panel (see Article XI), in which case the Panel shall show no deference to the auditor’s determination. Unless otherwise provided in this Rule, when accounting for and reporting on Total Club Debt and EBITDA for purposes of the Debt Service Rule, the Clubs shall comply with the revenue and expense definitions and the accounting conventions, policies and practices reflected in the then-current version of the FIQ. The Commissioner reserves the right to modify the FIQ reporting requirements as they relate to the Debt Service Rule. The Players Association may seek review of all accounting rulings made by the Commissioner (or any Committee or outside accounting or other expert assisting him), in connection with the Rule by the Arbitration Panel in which case the Panel shall show no deference to the Commissioner’s rulings.

**Section 3. Annual Compliance Certification; Commissioner Enforcement.**

3.1 Annual Compliance Certifications. By the date each Club must provide its final FIQ and audited financial statements for each fiscal year, each Club shall also submit to the Office of the Commissioner:

(a) a written certification from its chief executive officer that either the Club complied with the Debt Service Rule during the fiscal year reported in the accompanying FIQ, or the Club did not comply with the Debt Service Rule during the fiscal year reported in the accompanying FIQ; and

(b) a written summary (“Related-Party Debt Summary”) from its chief executive officer of all owner or related-party debt that was collateralized by Club assets or was serviced, either directly or indirectly, using Club funds or assets.

3.2 Enforcement by Commissioner. The failure of a Club to comply with the Debt Service Rule in a fiscal year shall subject the Club and/or any owner of the Club to any or all of the remedial measures (“Remedial Measures”) set out in Section 4 below until the Club achieves compliance with the Debt Service Rule.

3.3 Exemption from Compliance. Clubs with Total Club Debt below the level of Excludable Debt are exempt from the compliance process (but still must adhere to the certification requirement of Section 3.1 above and the financial reporting obligations established by the Office of the Commissioner, the latter of which are described in Attachment 23).

**Section 4. Remedial Measures for Non-Compliance.**

4.1 The Commissioner may, after consultation with the Players Association pursuant to Section 6.4(d) below and consistent with Section 5 and Section 6.5 below, impose any or all of the Remedial Measures contained in Section 4.2 on any Club and/or any owner of a Club for a Club’s failure to comply with the Debt Service Rule. Notwith-

standing the foregoing, the Commissioner shall not impose Remedial Measures on a Club and/or owner of a Club for a Club's failure to comply with the Debt Service Rule if the Club complied with the Debt Service Rule in the immediately preceding year and the Club demonstrates that it realistically projects compliance in the year following its first year of non-compliance.

#### 4.2 The Remedial Measures are:

(a) Require the Club to submit, for the Commissioner's review and approval, a written plan for achieving compliance with the Debt Service Rule (the "Compliance Plan"). Each Compliance Plan shall identify the fiscal year during which the Club proposes to achieve compliance and the specific steps the Club intends to take to bring the Club into compliance with the Debt Service Rule;

(b) Require the Club to consult with the Commissioner prior to entering into any contract with a term of more than five (5) years (except that this Section 4(b) shall not apply to any Uniform Player's Contract with a Major League Player);

(c) Prohibit the Club from incurring any additional Club Debt (as defined in this Rule) without the approval of the Commissioner;

(d) Require the Club to reduce some or all of its outstanding debt by raising additional equity on whatever terms the Commissioner deems appropriate;

(e) Prohibit the Club from making any capital expenditures without the approval of the Commissioner;

(f) Require the Club to perform or refrain from any other action that the Commissioner deems necessary in order to ensure that the Club brings its Total Club Debt into compliance with the Debt Service Rule;

(g) Retention by the Commissioner of all or any portion of the Club's share of: (i) the Central Fund, and/or (ii) gate receipts from the Wild Card Game, Division Series, League Championship Series and World Series, so that

such retained funds may be held in escrow and used as directed by the Commissioner to reduce the Club's outstanding debt, subject to the Club's existing obligations to players and subject to contractual obligations to third parties made by the Club in good faith before the Club had notice of the proposed adoption of the Debt Service Rule;

(h) Reservation by the Commissioner of the power to approve a Club's general and administrative expenditures, including, without limitation, the power to approve and/or limit individual line items in a Club's annual budget;

(i) Limit, or suspend, the Club's ability to obtain additional financing under the Major League Baseball industry credit facility and/or any other line of credit or financing arrangement obtained on behalf of that Club or on behalf of all Clubs by the Office of the Commissioner;

(j) Suspend the benefit of the Major League Rules, such as selection rights available to the Club under Major League Rule 5, except that any suspension of the Club's rights under Major League Rule 4 shall not affect the assignment of the selection rights that the Club would lose or gain in connection with a player signing as provided in any collectively bargained agreement then in effect between the Clubs and the Players Association;

(k) Deny the Club's right to be represented at Major League meetings and/or deny representation on Major League Committees;

(l) Suspend individual executive or ownership personnel of the Club;

(m) Impose monetary sanctions against individual executive or ownership personnel of the Club;

(n) Any other measures or sanctions which the Commissioner has the power to impose on a Club or Club owner pursuant to the Major League Constitution;

(o) Any sanction which the Major League Clubs may impose upon another Club or Club owner under the Major League Constitution, if the imposition of such a sanction

is duly authorized by the vote of the Major League Clubs in the manner required by the Major League Constitution; and/or

(p) Require ownership to guarantee the Club's debt service for the next three years, without recourse to the Club. Subject to liquidity concerns that the Commissioner may have, mandatory debt reduction (see subparagraphs (c) and (d) above) shall be the preferred Remedial Measure.

**Section 5. Remedial Considerations.** In developing a set of Remedial Measures for a Club under Section 4 above, the Commissioner shall consider the following factors:

(a) As an initial matter, the Commissioner must assess the Club's general creditworthiness as reflected in the availability of credit to the Club in commercial markets (through measures such as but not limited to the terms on which it holds debt and the willingness of the Club's individual lenders to attest to their confidence that the Club will be able to satisfy its obligations as they become due) and in the asset value of the Club in relation to the absolute level of the Club's debt;

(b) The Club's record of compliance with the Rule over the preceding three years;

(c) The Club's projection of compliance or non-compliance over the three-year planning period in conjunction with the Club's past history of accurately projecting compliance or non-compliance;

(d) The occurrence of factors affecting the industry which have affected the ability of all Clubs to comply with the Debt Service Rule such that there has been a significant increase in the number of non-compliant Clubs; and

(e) The capacity and willingness of the owner or owners to guarantee debt service for the next three years, without recourse to the Club.

**Section 6. Miscellaneous**

6.1 Further Regulations; Amendments. The Commissioner shall issue further regulations and policies concern-

ing the implementation, interpretation, administration and enforcement of this Debt Service Rule as he deems appropriate. In addition, the Commissioner may amend or otherwise modify the rules, definitions and policies set out in this Debt Service Rule as he deems appropriate. Prior to taking any action pursuant to this Section 6.1, the Office of the Commissioner shall provide the Players Association with notice of such contemplated action pursuant to Article XVIII of the Basic Agreement.

6.2 Notice to Third Parties. All Clubs shall give appropriate written notice to affected third parties of the requirements of the Debt Service Rule before entering into any contract with such parties that reasonably might be affected, as to either execution or performance, by the Commissioner's exercise of his powers under this Debt Service Rule.

6.3 Prohibited Remedial Measures. The Commissioner shall not, in exercising his authority under Section 4 above, attempt to influence or interfere with any Club decision regarding a Major League Player's contract, reserve status or roster status. Moreover, the Commissioner shall take no action directed at preventing a Club from establishing its Major League Player payroll budget at a level that the Club deems appropriate.

6.4 Players Association's Right To Information. The Office of the Commissioner shall provide the Players Association with the following information:

(a) EBITDA, Total Club Debt and total allowable debt (EBITDA multiplied by the applicable EBITDA Multiplier) calculations for each Club, at the time the Office of the Commissioner provides FIQs to the Players Association pursuant to Article XXIV(D)(2) of the Basic Agreement and at any time as such calculations may be provided to the Commissioner on an interim or forecast basis prior to the Clubs' FIQ submissions;

(b) Related-Party Debt Summaries and Compliance Plans submitted to the Commissioner pursuant to this

Rule, within seven days of receipt by the Office of the Commissioner;

(c) Correspondence from the Office of the Commissioner or a Club in connection with the operation of Section 4 above, within seven days of the Office of the Commissioner's transmittal or receipt of such correspondence; and

(d) Drafts of proposed correspondence to Clubs imposing Remedial Measures pursuant to Section 4 above. Within ten (10) days of providing such drafts, the Office of the Commissioner shall meet with the Players Association to discuss the Remedial Measures contemplated by the Commissioner.

Any documents and/or other information provided to the Players Association pursuant to this Section 6.4 shall be covered by the Parties' Confidentiality Agreement (see Attachment 14).

The Office of the Commissioner must notify the Players Association of any changes in the central debt agreements.

6.5 Sale Transactions. In all transactions involving the sale or transfer of a control interest in a Club, and prior to the approval of any such transaction, the prospective new Club ownership must provide the Commissioner with a Long Term Plan for Debt Service compliance (Long Term Plan). The Long Term Plan shall be supported by specific financial information and shall cover no fewer than two years but no more than five years. The Commissioner will issue written comments on the Long Term Plan prior to the transaction's approval. In connection with all such transactions, the Commissioner must certify to the Clubs and to the Players Association that the level of debt undertaken in connection with the acquisition or transfer will not create a persistent inability of the Club to comply with the requirements of the Debt Service Rule. As part of that certification, the Commissioner, within 30 days of approval of the transaction, will provide to the Players Association the new



Club ownership's Long Term Plan and the Commissioner's written comments on the Long Term Plan. Absent material deviations from the Long Term Plan, a Club will be exempt from Section 4 remediation for the duration of the Long Term Plan.

6.6 Reopener; Right To Strike. In the event of an increase in the maximum debt available to an individual Club under the industry credit facility of greater than 30%, measured off an amortized basis, the Players Association may reopen this Agreement, upon the giving of 10 days' written notice, with reference solely to the level of Excludable Debt. If negotiations in good faith following such reopener do not produce an agreement, the Players Association will have the right to strike over the topic of the level of Excludable Debt. This grant of the right to strike is without prejudice to the Parties' respective positions as to whether the Rule is a mandatory topic of bargaining and to any other assertions the Clubs may have that such a strike would otherwise be illegal.

ATTACHMENT 23

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Multi-Purpose Financial Reporting Process

Dear Tony:

The Clubs are required to submit financial information to the Office of the Commissioner for multiple purposes, including the administration of the Revenue Sharing Agreement, the Debt Service Rule and for general business monitoring. The current reporting schedule is as follows:

1. Year End Financial Information Questionnaires and Audited Financial Statements are due 90 days after the conclusion of the Club's fiscal year.
2. Long Range Plans are due on April 25 and December 10.
3. Interim Financial Information Questionnaires, including calculations of NDLR, are due on April 25, July 15, September 15 and October 25.

The Office of the Commissioner will provide advance notice to the Players Association in the event any changes are made to the reporting schedule outlined herein.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 24

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony:

Absent a prior unconditional release, a Club that has agreed to Major League terms in a Minor League Uniform Player Contract (“Minor League UPC”) may not sign a player to a Major League Uniform Player’s Contract (“Major League UPC”) with terms that are less favorable to the player than those Major League terms for that season included in the Minor League UPC. Notwithstanding the definitions of “Player” and “Grievance” in Article XI, a player (and the Association) may enforce this right in the Grievance Procedure. Our agreement to allow such matters to be heard in the Grievance Procedure does not, however, reflect an agreement that Minor League UPCs may be enforced in the Grievance Procedure or are a mandatory topic of bargaining and the Association, without prejudice to its legal positions, agrees that this letter shall not be used as evidence in any effort to support either proposition.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 25

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony:

This letter will confirm certain agreements between the Parties. These agreements are subject to the Parties' respective rights and obligations under Article V(A) of the Basic Agreement.

The rules and procedures regarding qualification for the post-season, post-season matchups and post-season scheduling shall be as set forth in Major League Rules 33, 34 and 37. We acknowledge that the Commissioner's determination of procedures to break any ties that are not otherwise provided for, as stated in Major League Rule 33(c), is subject to the agreement of the Major League Baseball Players Association on such procedures.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 26

**REVENUE SHARING MARKET SCORE**

<b>RANK</b>	<b>CLUB</b>	<b>SCORE</b>	<b>DQ%</b>
1	NYN	235	100%
1	NYM	235	100%
3	LAD	178	100%
3	LAA	178	100%
5	CHI	124	100%
5	CWS	124	100%
7	TOR	119	100%
8	WSH	113	100%
9	PHI	111	100%
10	OAK	108	100%*
10	SF	108	100%
12	BOS	101	100%
12	TEX	101	100%
14	ATL	96	0%
15	HOU	93	0%
16	SEA	81	0%
17	MIN	76	0%
18	DET	74	0%
19	ARI	72	0%
19	TB	72	0%
21	BAL	70	0%
21	COL	70	0%
23	MIA	69	0%
24	CLE	64	0%
25	SD	60	0%
26	STL	57	0%
27	PIT	56	0%
28	KC	53	0%
29	MIL	52	0%
30	CIN	51	0%

\* Phased in over four years (2017–2020) at 25% per year, per Article XXIV(A)(12).

ATTACHMENT 27

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony:

The purpose of this letter is to confirm that the Parties have agreed to establish a Joint Treatment Program to deal with certain alcohol-related conduct and off-field violent conduct by Major League Players during the term of the 2017–2021 Basic Agreement. Specifically, the Parties have agreed as follows:

1. The Treatment Board, as defined under Major League Baseball’s Joint Drug Prevention and Treatment Program, will be responsible for creating and supervising individualized treatment programs for Players with an alcohol use problem or Players who have engaged in off-field violent conduct. Notwithstanding the foregoing, if such conduct constitutes a “Covered Act” under the Joint Domestic Violence, Sexual Assault and Child Abuse Policy (see Attachment 52), Player evaluation and treatment shall be pursuant to the terms of that Policy.
2. Referral to the Treatment Board will be mandatory when:
  - (a) A Player is arrested or charged by law enforcement authorities with driving while intoxicated, driving under the influence of alcohol, or any other criminal violation relating to the use of alcohol.
  - (b) A Player is arrested or charged by law enforcement authorities with a criminal violation in which the authorities allege that the use of alcohol may have been a contributing factor in the misconduct.
  - (c) A Player appears intoxicated during any of the Club’s games, practices, workouts, meetings or otherwise during the course and within the scope of his employment.

- (d) Club medical personnel reasonably suspect that the Player may suffer from an alcohol use problem.
  - (e) A Player is charged by law enforcement authorities with a crime involving the use of physical force or violence, including but not limited to, resisting arrest, battery, and assault.
3. Any Player who is referred to the Treatment Board will be evaluated by the Medical Representatives of the Treatment Board in the case of an alcohol use problem, or by a neutral expert selected by the Medical Representatives of the Treatment Board in the case of off-field violence. The purpose of the initial evaluation is to determine whether the Player could benefit from a Treatment Program, and if so, the type of Treatment Program that would be most effective for the Player involved.
  4. A Player's participation in any Treatment Program is voluntary. A Player's failure to participate in any Treatment Program shall not subject the Player to discipline. A Player's referral to the Treatment Board is not intended to supplant any right a Club or the Office of the Commissioner may have under the UPC or Basic Agreement to discipline a Player for his conduct, or any potential defenses of the Player or the MLBPA to such discipline. The Player's participation in any Treatment Program shall be considered as a mitigating factor in any discipline imposed by either the Club or the Office of the Commissioner.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

**MAJOR LEAGUE PLAYER TOBACCO POLICY**

**A. PROHIBITIONS**

- 1. Ballparks Subject to State or Local Ordinance.** Effective December 1, 2016, the use of all tobacco products—including smokeless tobacco, cigarettes, and e-cigarettes (collectively, “Tobacco Products”)—by Players is prohibited in any ballpark where such use is prohibited by state or local law or ordinance (“Prohibited Ballparks”). This prohibition shall apply on-field during games. For purposes of this policy, “on-field” shall include all areas of the ballpark that are visible to fans and/or broadcast cameras (e.g., the playing field, dugout, and bullpen). The Clubs who play in Prohibited Ballparks, as of December 1, 2016, are: Boston Red Sox, Chicago Cubs, Chicago White Sox, Los Angeles Angels of Anaheim, Los Angeles Dodgers, Milwaukee Brewers, New York Mets, New York Yankees, Oakland Athletics, San Diego Padres, San Francisco Giants, and Washington Nationals. All Prohibited Ballparks will be required to comply with all signage and notification requirements of the applicable state or local ordinance.
- 2. Ballparks That Become Subject to State or Local Ordinance.** If, after December 1, 2016, a state or municipality passes a law or ordinance banning the use of Tobacco Products in a ballpark that is not listed in Paragraph 1 above, the prohibitions in Paragraph 1 above shall apply in that new ballpark as of the date that new law or ordinance takes effect and that ballpark shall thereafter be considered a Prohibited Ballpark. In such an event, the Office of the Commissioner and the Players Association shall send a joint memorandum to all Players notifying them of the new restriction.
- 3. Players Without Major League Service Prior to 2017.** Effective December 1, 2016, any Player who had no credited Major League service at the end of the 2016 season (i.e., a Player who makes his Major League debut during the 2017 season or later) is prohibited from using Tobacco Products



on-field during games in every ballpark. In addition, such Players shall be prohibited from using Tobacco Products (i) during televised interviews, and (ii) during Paragraph 3(b) appearances on behalf of the Club.

4. **Players With Major League Service Prior to 2017.** In addition to the restrictions on the use of Tobacco Products at Prohibited Ballparks set forth in Paragraphs 1 and 2 above, any Player who has been credited with at least one day of Major League service as of the end of the 2016 season is prohibited from using smokeless tobacco (i) during televised interviews, and (ii) during Paragraph 3(b) appearances on behalf of the Club.
5. **Requirement to Conceal.** At any time when fans are permitted into any ballpark, all Players must conceal Tobacco Products (including tobacco tins and packages) and may not carry Tobacco Products (including tobacco tins or packages) in their uniform or on their body.
6. **Penalties.** The penalties for violating the prohibitions in Paragraphs 1 through 5 above shall be:
  - (a) First Violation—Written warning and referral to the parties’ Smokeless Tobacco Cessation Consultant (the “Cessation Consultant”) to develop a Tobacco Cessation program (*see* Section C below).
  - (b) Second and Subsequent Violations—A fine shall be issued for any second or subsequent violation in the amount specified in the applicable state or local law or ordinance. In ballparks where no state or local law or ordinance applies, or where the ordinance does not provide a fine amount, the fine shall be \$250 per violation.

Violations will not carry over from year to year over the course of a Player’s career. All fines will be subject to challenge under the Grievance Procedure of the Basic Agreement. Fine amounts collected pursuant to this Policy shall be split evenly between (i) offsetting the cost of nicotine replacement therapies (“NRT”) and/or other cessation services to Players; and (ii) the Major League Baseball Players Trust.

## **B. EDUCATION**

1. The Parties, in conjunction with the Cessation Consultant, will create joint educational programs and materials for Players regarding the dangers of smokeless tobacco. Written materials will be distributed to all Players during each Spring Training of the Basic Agreement. The Parties also will develop an on-line educational program for Players regarding the dangers of smokeless tobacco and available cessation options.
2. The Parties, in conjunction with the Cessation Consultant, will create joint educational programs and materials for the public (i.e., public service announcements) regarding the dangers of smokeless tobacco. These educational pieces will feature Major League Players and will focus on a youth audience. These educational pieces will be played online on the Parties' respective websites; during games in Major League ballparks; during broadcasts of the All-Star, post-season and World Series games; and during any other game broadcast on FOX, ESPN, TBS or the MLB Network pursuant to national broadcasting agreements entered into by the Office of the Commissioner.

## **C. CESSATION**

1. All Players will be provided with a list developed by the Cessation Consultant of a multi-disciplinary tobacco specialist network of professionals and organizations that provide confidential treatment options for tobacco cessation.
2. Players who express interest in or who are referred for a Tobacco Cessation program pursuant to Paragraph 6(a) above will be provided with personal and confidential treatment options for tobacco cessation overseen by the Cessation Consultant.
3. All Tobacco Cessation programs will include evidence-based tobacco treatment based on accepted clinical practice guidelines including, but not limited to, counseling, individual or group therapy, recommendations for NRT, or other forms of treatment recommended by the Cessation Consultant. Costs of

Tobacco Cessation programs will be covered by the Major League Baseball Players Benefit Plan.

4. NRT (e.g., patches, gums, lozenges) will be provided by the Parties in every Major League Clubhouse.

#### **D. ORAL EXAMINATIONS**

1. All annual physical examinations of Players in Spring Training shall include oral examinations.
2. All Players identified as tobacco users during their annual physical examination will be provided with contact information for the Cessation Consultant.

## ATTACHMENT 29

### **Major League Baseball's Weapon-Free Workplace Policy**

The Commissioner has implemented the following policy regarding the possession of deadly weapons by individuals affiliated with Major League Baseball.

**Coverage:** This policy applies to all employees and independent contractors (hereinafter "Covered Individual") of Major League Clubs (at both the Major and Minor League level, including players), the Office of the Commissioner, MLB Properties, MLB Advanced Media, MLB Media Holdings, MLB Online Services, the MLB Network, and all other entities operated by Major League Baseball (hereinafter referred to as "MLB Entities").

**Prohibition:** All Covered Individuals are prohibited from possessing deadly weapons while performing any services for MLB Entities, including while traveling on business (e.g., road games). In addition, except as required by local law, MLB Entities shall prohibit the possession or use of deadly weapons in any facility or venue owned, operated, or controlled by it. A deadly weapon is any instrument or device designed primarily for use in inflicting death or injury to a human or animal or is capable of inflicting death or injury if used in the manner it was designed, including, but not limited to, firearms, explosives, daggers, metal knuckles, switchblade knives, and knives having blades exceeding five inches.

#### **Exemptions:**

1. Resident Security Agents or Club Security Personnel who work in law enforcement and are required to carry their weapons pursuant to local law or regulation.
2. Qualified law enforcement personnel engaged in official duties.
3. Possession of firearms in a parking lot only in jurisdictions where such possession is protected by local law, and only to the extent protected by local law.
4. An exemption granted by the Office of the Commissioner for legitimate security reasons or to comply with applicable legal requirements.

**Reporting:** All violations of this policy should be reported to the Security Department of the Office of the Commissioner.

ATTACHMENT 30

Rick Shapiro  
Senior Advisor to the Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: All-Star Game Usage for Sunday Pitchers

Dear Rick:

As you know, the Parties recently agreed to discontinue the “Sunday Pitcher Rule” that previously appeared in Article XV(O)(4)(e)(ii) of the 2012–2016 Basic Agreement. The purpose of this letter is to memorialize various understandings that the Parties have reached in order to protect the health and safety of starting pitchers who are elected or selected to an All-Star team and who make a start on the Sunday immediately preceding the All-Star Game (a “Sunday Pitcher”). The provisions of this letter shall apply only to pitchers who start a game on the Sunday immediately preceding the All-Star Game.

1. A starting pitcher who has a bona fide concern relating to his short-term or long-term fitness to play, may request either directly or through his Club any usage restriction that is reasonably necessary to accommodate such concerns (a “Usage Accommodation”). Potential Usage Accommodations include, without limitation, an inning(s) limit, a limit on the number of batters faced, a pitch limit, availability for extra innings only, or no use at all. All requests for a Usage Accommodation—including, but not limited to, a request by a Sunday Pitcher to be held from the game entirely—must be submitted in writing to the Office of the Commissioner within 48 hours from the time the pitcher is named to the All-Star Game roster.

2. If a starting pitcher who properly submitted a request for a Usage Accommodation becomes a Sunday Pitcher, the Office of the Commissioner will consider the following (without limitation) in determining whether to grant or deny the request:

- a. Time spent on the Disabled List in the current season or prior season, if any;

- b. Any work-related surgery performed in the previous eighteen months, including but not limited to a ulnar collateral ligament reconstruction;
- c. Any innings limitations put in place by the Club for the current season;
- d. The workload of innings pitched in the current season and/or the prior season;
- e. Any information submitted by a Player's Team Physician, General Manager, Field Manager or Pitching Coach; and
- f. Any other relevant information.

3. If a Usage Accommodation is granted by the Office of the Commissioner to a Sunday Pitcher, the specifics of the accommodation will be discussed and agreed upon by the Player in question, his Club and the Field Manager of the All-Star team in question, with any disputes resolved by the Office of the Commissioner after it consults with the Players Association. If a Sunday Pitcher obtains a Usage Accommodation directing that he be held from the game entirely, he will be replaced on the roster but treated in the same manner as other All-Stars who are excused from participation, and he will also be encouraged to attend and be announced at the All-Star Game.

4. For purposes of clarity, this letter supplements and in no way supersedes the exceptions to mandatory All-Star Game participation in Article XV(N)(3)(e)(i) of the Basic Agreement.

Please acknowledge your agreement to the above terms by signing below.

Very truly yours,

Daniel R. Halem

AGREED BY:

---

Rick Shapiro  
Major League Baseball  
Players Association

ATTACHMENT 31

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony:

This will memorialize our agreement regarding the calculation of cost of living adjustments (“COLAs”) under the Basic Agreement. Specifically, we have agreed to round the fractions utilized to calculate COLAs to five decimal places to the right of the decimal point (or three places, if the fraction is expressed as a percentage).

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 32

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony:

This will confirm our agreement that the proper approach to calculating the number of days that a Player is on optional assignment for purposes of calculating Major League service under the Basic Agreement is as follows:

1. Players who are optioned and then designated for assignment while on option—The optional assignment date counts as day one of the option and the designated for assignment date is counted as the last day of the optional assignment.
2. Players who are optioned and then released while on option—The optional assignment date counts as day one of the option and the date that the player is released from the 40-man roster is counted as the last day of the optional assignment.

Pursuant to Article XXI(B), for a Player who is recalled from an optional assignment, whether the recall is to report or not to report, the date of the recall does not count as a day of the option unless the recall takes place after the start of any Minor League game in which the Player was eligible to play.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner



ATTACHMENT 33

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony,

This will memorialize our agreement that the Parties will, at the request of the MLBPA, schedule individual meetings with specific Clubs to discuss media access to the Club's clubhouse, including, but not limited to, the Club's processes for credentialing members of the local media and the use of interview rooms to ease congestion in the clubhouse after the game. Player representatives, Club representatives and Commissioner's Office representatives will be invited to the meeting.

Moreover, the Clubs have agreed that the MLBPA has the right to grieve an asserted violation of paragraphs 1 and 2 of the Regular Season Club/Media Regulations ("Media Regulations"). See Attachment 34. The MLBPA shall also have the right to grieve an asserted failure by the Commissioner's Office to enforce paragraph 12 of the Media Regulations. Nothing in this agreement shall alter whatever right the MLBPA may have (or may not have) to challenge under Article XI any other asserted violation of the Media Regulations, and this agreement is without prejudice to the Parties' respective legal positions on that issue.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner



**REGULAR SEASON  
CLUB/MEDIA REGULATIONS**

The following are Major League Baseball's regulations for Club/Media Relations. They are to be observed by all parties:

1. All accredited press, radio and TV representatives shall have pre-game access to the clubhouse from three hours and 30 minutes prior to game time until one hour prior to game time, except that: (a) the media shall not have access to the clubhouse when a club is on the field for batting practice; and (b) the media may not return to a clubhouse once a club has taken batting practice. The media shall have pre-game access to the clubhouse for a minimum of 50 minutes prior to the time that a Club mandates that all players take the field for batting practice or other related activities (e.g., stretching). If a Club does not take batting practice, it may not close the clubhouse until the media has been granted a minimum of 50 minutes of access. Unless necessary to satisfy the 50-minute requirement, no Club may provide pre-game access prior to three hours and 30 minutes prior to game time. The media shall have access (outside of the clubhouse) to the Club's manager, players or coaches after batting practice to discuss newsworthy events (such as lineup changes, injuries, and workouts) that occur after the clubhouse closes.
2. Absent unusual circumstances that require a team meeting immediately following a game, the working media shall have access to both clubhouses no later than 10 minutes following the final out of each game (including doubleheaders and day/night split admission games). When such unusual circumstances exist, and such instances are expected to be rare, the working media shall have access to the clubhouse no later than 20 minutes following the final out of the game. The Commissioner's Office reserves the right to require access to the clubhouse 10 minutes following the final out of all games if the "team meeting" exception is abused.

3. The working media's access following a game shall be for a period no longer than one hour unless reasonable access to players is not provided during that time; provided, however, that card-carrying members of the Baseball Writers Association of America ("BBWAA") will have unlimited access after the post-game opening of the clubhouse. If reasonable access is not provided, the clubhouse must remain open. Members of the media, other than BBWAA members, may make arrangements with the club PR Director for extended access.
4. Media credentials are not transferable.
5. Clubhouses, the dugouts and the field are off-limits except to appropriate club, Commissioner's Office personnel and media bearing appropriate credentials. Club credentials are not to be issued to unauthorized personnel. The Commissioner's Office reserves the right to revoke inappropriately issued credentials.
6. Players will be available to the media before and after games for interviews. These periods should not be limited except for the pre-game period described in #1 above, and the post-game period described in #2, above. Upon request by the media, players who had key roles in the first game of a doubleheader are to be made available for a time between games.
7. The trainer's room and players' lounge may be off-limits to the media, but each club controls these areas, and it is vital these areas not be used as a sanctuary for players seeking to avoid the media. It is very important to our game that ALL players are available to the media for reasonable periods and it is the player's responsibility to cooperate.
8. Ropes or other restraining barriers are not permitted to bar the media.
9. A general code is to be observed by the media so uniformed personnel may do their work unimpeded. Media are to be allowed in foul territory, in an unrestricted manner, in an area that is to be not less than the territory between first and third bases, and which territory includes the area around the batting cage, except the dirt area around the batting cage.

10. Under no circumstances shall any club discriminate in any fashion against an accredited member of the media based upon race, creed, sex or national origin.
11. Physical abuse or threats directed to members of the media (and/or official scorers) by baseball personnel will not be tolerated. Disciplinary action, including fines and suspensions, will be considered in any cases that arise. While in the clubhouse, members of the media are expected to be doing business. Members of the media are expected to conduct themselves in a professional manner and to respect the privileges and environment of restricted areas and working press areas at all times. Any media member in violation of this conduct policy is subject to revocation of his or her privileges and may be subject to immediate ejection.
12. Visitors in the clubhouse, including accredited media members, should conduct themselves in a professional manner. There shall be no seeking of autographs, no touching or removing of equipment or personal items from lockers, and no sampling of players' food spreads. Clubhouses are work places. Clubhouse business should be conducted as expeditiously as possible with a minimum of disruption of regular game routines. Members of the media should not excessively linger in the clubhouse when not interviewing players. Members of the media who violate the code of conduct set forth in this paragraph shall be subject to sanctions, including the loss of their accreditation as provided for in paragraph 17 below.
13. Live TV and/or radio interviews with uniformed personnel during the course of a game are not authorized or permitted, nor is attaching a microphone to any uniformed personnel permitted without approval from the Commissioner's Office. Microphones may not be placed in or adjacent to dugouts and/or bullpens in a manner that will allow uniformed personnel's remarks or conversations to be overheard during the course of a game without the prior approval of the Commissioner's Office.
14. Live telephone interviews are not allowed from the clubhouse or the field without prior approval of the club. Mobile telephones with digital photography capabilities are prohibited.

15. Telephones from both dugouts to the press box are to be maintained in working order for the purpose of providing information regarding special circumstances to the media during the course of a game. Explanations of injuries should be made as soon as possible (to both the media and fans in the stadium).
16. BBWAA members are not required to sign in for clubhouse or other restricted area access but may be logged in by club personnel, subject to individual club policies. Other accredited media may be required to sign in for clubhouse access, subject to individual club policies.
17. Any club whose personnel violate these regulations will be disciplined. Any member of the media who violates these regulations will lose his or her accreditation.

# # #

ATTACHMENT 35

Tony C. Clark  
Executive Director  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear Tony:

This letter memorializes certain understandings that the Parties have reached during the negotiations over a successor to the 2012–2016 Basic Agreement. This letter shall be admissible in any arbitration hearing involving an issue addressed herein.

A Club has the right under Regulation 2 of the Uniform Player’s Contract (“UPC”) to designate the doctors and hospitals furnishing medical care and hospital services to a Player for injuries sustained in the course and within the scope of his employment under his UPC. A Player is entitled under Article XIII(D) of the Basic Agreement to go to a doctor on the second medical opinion list for diagnosis and a second medical evaluation of an employment related illness or injury being treated by the Club physician. The Parties have had a disagreement regarding Club and Player rights when a second medical opinion doctor and a Club physician disagree on the appropriate course of treatment for a Player’s employment-related injury, including but not limited to disagreement over whether medical procedures not yet approved by the United States Food and Drug Administration qualify as “reasonable medical expenses” under Regulation 2 of the UPC. Without attempting to resolve this disagreement, the Parties will continue to attempt to avoid disputes that might otherwise arise between Players and Clubs in this area by, among other things, urging their constituents to agree upon a qualified third physician expert in the appropriate medical specialty who would resolve the dispute between the Club physician and the second medical opinion doctor as to the appropriate course of treatment.

There have been other circumstances in which the Club physician and a Player’s second medical opinion doctor agree that a particular surgery is the appropriate course of treatment but the Player and Club disagree as to who should perform the surgery. While the Club has the right to designate the doctors and hospitals when a Player is undergo-

ing a surgery for an employment related injury, the Clubs understand the importance of a Player being comfortable with the physician performing any such surgery. As a result, the Office of the Commissioner will continue to advise Clubs that they should take a Player's reasonable preferences into account when designating doctors to perform surgery under Regulation 2. As part of this commitment, the Office of the Commissioner will advise the Clubs that in no event should they force a Player to have a surgery performed by the Club physician but should instead, in any case in which a Player has objected to the surgery being performed by the Club physician, designate another physician to perform the surgery.

Finally, disputes have also arisen with respect to which travel costs are appropriately considered part of the "reasonable medical expenses" for which a Club is responsible under Regulation 2 of the UPC. The parties agree that for any surgical procedure, medical exam or other similar medical appointment conducted under Regulation 2, the Club shall be obligated to provide or reimburse first-class airfare for the player's companion, but only when travel with a companion has been recommended by a treating physician. In addition, the Office of the Commissioner recognizes that "reasonable medical expenses" include actual and reasonable travel costs associated with required follow-up examination(s) with the surgeon who performed covered surgery, and the Association, on the other hand, recognizes that "reasonable medical expenses" would not include travel costs incurred by a Player to see a doctor for routine examination(s) that could have been appropriately performed by a local doctor designated by the Club.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 36

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear David:

This letter will memorialize our agreement regarding the assessment and management of concussions suffered by Major League Players.

1. The following protocols will govern the assessment and management of concussions by each Club's medical staff:
  - A. All Players will undergo neurocognitive baseline testing during Spring Training or when they join a Club each season.
  - B. If a Player is involved in an incident during a game that is associated with a high risk of concussion, the game will be stopped and the Player will be evaluated on the field for a potential concussion by a Certified Athletic Trainer ("ATC") following the National Athletic Trainers' Association ("NATA") guidelines for management of sports-related concussions.
  - C. If the ATC detects any sign and/or symptom of a concussion during an on-field evaluation, the Player will be removed from the game and brought to the clubhouse for further evaluation.
    - i. A Sports Concussion Assessment Tool ("SCAT3") assessment will be performed in the clubhouse by the ATC and/or the Club Physician to determine if a concussion has occurred. A copy of the SCAT3 form, which must be completed during the assessment, is attached hereto as Exhibit A.
    - ii. If the SCAT3 assessment determines that a concussion has not occurred, serial examinations will be performed between innings for the remainder of the game. If the SCAT3 assessment determines that a concussion has occurred, the Club, in consultation with the ATC and the



Club Physician, will determine if the concussed Player should be placed on a Disabled List (“DL”), and if so, which one.

- D. If the ATC does not detect any sign and/or symptom of a concussion during the on-field evaluation, the Player may remain in the game, but serial examinations should be performed between innings for the remainder of the game. Any change in the Player’s neurological status will result in immediate removal from the game and further evaluation in the clubhouse.
2. The Parties will establish a 7-day DL solely for the placement of Players who suffer a concussion. The following protocols will govern the placement of a concussed Player on the 7-day DL:
- A. Players are eligible for the 7-day DL only if they suffer an acute concussion.
  - B. The occurrence of the injury, including all of the relevant details, must be documented through an Event Form in the Electronic Medical Records System.
  - C. In lieu of a Standard Form of Diagnosis, which is required to place a Player on the DL under Article XIII(C) of the Basic Agreement, the ATC and the Club Physician will prepare and submit simultaneously to the Office of the Commissioner and the Players Association a concussion-specific diagnostic form that includes the following information: (i) the date and mechanism of the injury; (ii) the signs and symptoms of impairment; (iii) confirmation that a SCAT3 assessment was performed by an ATC and/or a Club Physician, and that the assessment indicated a concussion had occurred; and (iv) the basis for diagnosis of a concussion. Copies of the concussion-specific diagnostic forms for 7-day and 10-day DL placements are attached hereto as Exhibits B and C, respectively.
  - D. The concussion-specific diagnostic form and any supporting information (including, but not limited to, the completed SCAT3 form) must be submitted to [7dayDL@mlb.com](mailto:7dayDL@mlb.com), and the Players Association must confirm receipt in writing (which it will do promptly), before the Player may be placed on the 7-day DL. MLB’s Medical Director will review the

information as soon as it is received, and inform the Commissioner's Office if the 7-day DL placement is approved. The Commissioner's Office will then simultaneously inform the Players Association and the Club of the approval and enter the 7-day DL placement into eBis. If the Medical Director or the MLBPA expert questions whether the Player qualifies for the 7-day DL, they shall consult with each other as well as one of the outside experts on the Committee prior to making his decision. In the event the Medical Director and the MLBPA expert are unable to agree on the approval of the 7-day DL placement, they shall refer the matter to an independent expert selected by the Parties, who will determine in his sole discretion whether the placement should be approved.

- E. Except for rehabilitation assignments as described in Paragraph 2(F) below, a Player placed on the 7-day DL will be treated the same as a Player placed on the 10-day DL for all purposes, including roster limits, transfers to the 60-day DL, etc. If a concussed Player is not able to return to play in seven days, the Player may be recertified for a subsequent placement on the 7-day DL. Any Player on the 7-day DL for more than 9 days will be transferred automatically and retroactively to the 10-day DL, effective with the first day of the initial placement, and with the prior 9 days applying to the initial 10-day minimum period.
  - F. A concussed Player on the 7-day DL who has been cleared to return to play may then consent to an assignment to a Minor League affiliate of his Club under the terms of Article XIX(C)(3), except that such assignment shall not exceed five (5) days for non-pitchers and eight (8) days for pitchers, unless the Player is not able to return to play within 14 days of the initial 7-day placement, in which case the maximum periods shall be 20 and 30 days, respectively.
3. If the Club, in consultation with the ATC and the Club Physician, decides to place a Player on the 10-day or 60-day DL for a concussion, the Club must prepare and submit simultaneously to the Office of the Commissioner and the Players Association the concussion-specific diagnostic form rather than the Standard Form of

Diagnosis that is required under Article XIII(C) of the Basic Agreement. However, a Club may place a Player on the 10-day or 60-day DL for a concussion without the prior approval of the Commissioner's Office that is required for placement on the 7-day DL.

4. Before any Player that has suffered a concussion is permitted to return to play in any game, regardless of whether the Player was previously placed on a DL for such injury, the Club must submit a "Return to Play" form and the supporting certifications and document referenced below, to MLB's Medical Director and the Players Association, and the Players Association must confirm receipt in writing (which it will do promptly). The Return to Play Form, a copy of which is attached hereto as Exhibit D, must contain the following certifications by the Club Physician and the ATC: (i) all symptoms have resolved; (ii) ImPACT testing has returned to range of baseline; (iii) the Player experienced no symptoms with exertion and baseball-related activities; (iv) the SCAT3 is within normal limits; and (v) the Club Physician has cleared the Player to participate in baseball activities. The Return to Play form must also be accompanied by the documentation supporting these certifications, including, but not limited to, copies of all ImPACT and SCAT3 tests (including the SCAT3 from the time of injury), the current neurocognitive test score, the baseline neurocognitive test scores, and any reports by the Club Physician and the ATC.
5. If the Medical Director or the MLBPA expert questions whether the Player should be returned to play, they shall consult with each other as well as one of the outside experts on the Committee prior to making a decision. In addition, the Medical Director may direct the Club to have the Player evaluated by an MLB-approved MTBI specialist in the Club's home city before the Player is permitted to return to play. In the event the Medical Director and the MLBPA expert are unable to agree on the Player's return to play, they shall refer the matter to an independent expert selected by the Parties, who will determine in his sole discretion whether the Player should return to play.
6. The Commissioner's Office will conduct an orientation for Club medical staffs regarding the protocols described herein, and will arrange training and education sessions for Club personnel throughout the course of the season and during the off-season, in

which Players Association officials may participate. Club personnel will also be advised of concussion-related continuing education sessions conducted by the NATA and other national organizations. Finally, the Commissioner's Office and the Players Association will jointly create and distribute educational materials for Players on the assessment and management of concussions, including a Concussion Information Sheet and a joint memorandum.

7. This agreement shall constitute an "agreement" within the meaning of Article XI(A)(1)(a) of the Basic Agreement. In the event a Grievance is filed pursuant to Article XI of the Basic Agreement alleging non-compliance with the terms of this agreement, the Club, the Player involved, the Commissioner's Office and the Players Association will cooperate in scheduling the handling of such Grievance so that it may be submitted to arbitration on an expedited basis, consistent with the procedures in Article XI governing grievances involving Player safety and health.
8. The Parties will mutually agree upon a report to be compiled annually by the epidemiologist that will provide a summary of concussion activity for the preceding season, including the number of events, the circumstances attendant thereto, and the results of any treatment programs. Within 30 days of the issuance of the report, the Parties shall meet to discuss the report's contents and to review the functioning of the protocols and procedures established by this agreement.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

## MLB CONCUSSION ASSESSMENT TOOL (SCAT3)

This tool does not constitute, and is not intended to constitute, a standard of medical care. It is a guide derived from the Standardized Concussion Assessment Tool 3 (SCAT3), published in The BJSM Injury Prevention and Health Protection (2013, Volume 47, Issue 5). This tool supersedes the original MLB Concussion Assessment Tool distributed in 2011, and represents a standardized method of evaluating MLB players for concussion consistent with the reasonable objective practice of the healthcare profession. This guide is not intended to be a substitute for the clinical judgment of the treating healthcare professional and should be interpreted based on the individual needs of the patient and the specific facts and circumstances presented.

**FOR IMMEDIATE ASSESSMENT OF SUSPECTED HEAD INJURY, COMPLETE SECTIONS 1 AND 2. SECTIONS 1 AND 2 DO NOT NEED TO BE COMPLETED WHEN REPEATING ASSESSMENT TOOL.**

<b>1</b>	<p><b>SIDELINE ASSESSMENT</b>  <b>Indications for Emergency Management</b></p> <p><b>NOTE:</b> A hit to the head can sometimes be associated with a more serious brain injury. Any of the following warrants consideration of activating emergency procedures and urgent transportation to the nearest hospital:</p> <ul style="list-style-type: none"> <li>- Deteriorating mental status</li> <li>- Potential Spinal Injury</li> <li>- Progressive, worsening symptoms or new neurologic signs</li> </ul> <p><b>Potential Signs of Concussion?</b></p> <p>If any of the following signs are observed after a direct or indirect blow to the head, player should be evaluated by a medical professional and should be <b>REMOVED FROM PLAY</b> if a concussion is suspected.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Any loss of consciousness?</td> <td style="width: 10%;">Y</td> <td style="width: 10%;">N</td> <td style="width: 30%;">Loss of memory?</td> <td style="width: 10%;">Y</td> <td style="width: 10%;">N</td> </tr> <tr> <td>If so, how long?</td> <td colspan="2" style="text-align: center;">_____</td> <td>If so, how long?</td> <td colspan="2" style="text-align: center;">_____</td> </tr> <tr> <td>Balance or motor incoordination?</td> <td>Y</td> <td>N</td> <td>Before or after the injury?</td> <td>Y</td> <td>N</td> </tr> <tr> <td>Disorientation or confusion?</td> <td>Y</td> <td>N</td> <td>Blank or vacant look?</td> <td>Y</td> <td>N</td> </tr> <tr> <td>Visible facial injury in combination with any of the potential signs of concussion above?</td> <td>Y</td> <td>N</td> <td></td> <td></td> <td></td> </tr> </table> <p>If so, describe: _____</p>	Any loss of consciousness?	Y	N	Loss of memory?	Y	N	If so, how long?	_____		If so, how long?	_____		Balance or motor incoordination?	Y	N	Before or after the injury?	Y	N	Disorientation or confusion?	Y	N	Blank or vacant look?	Y	N	Visible facial injury in combination with any of the potential signs of concussion above?	Y	N			
Any loss of consciousness?	Y	N	Loss of memory?	Y	N																										
If so, how long?	_____		If so, how long?	_____																											
Balance or motor incoordination?	Y	N	Before or after the injury?	Y	N																										
Disorientation or confusion?	Y	N	Blank or vacant look?	Y	N																										
Visible facial injury in combination with any of the potential signs of concussion above?	Y	N																													

<b>2</b>	<p><b>MADDOCKS SCORE</b>  <i>"I am going to ask you a few questions. Please listen carefully and give your best effort."</i></p> <p><b>Modified Maddocks Questions</b> (1 point for each correct)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Which stadium are we in today?</td> <td style="width: 10%;">0</td> <td style="width: 10%;">1</td> </tr> <tr> <td>What inning is it right now?</td> <td>0</td> <td>1</td> </tr> <tr> <td>Who scored last?</td> <td>0</td> <td>1</td> </tr> <tr> <td>Who did you play last game?</td> <td>0</td> <td>1</td> </tr> <tr> <td>Did you win the last game?</td> <td>0</td> <td>1</td> </tr> </table> <p><b>Maddocks Score</b> _____ <b>of 5</b></p> <p><i>Maddocks Score is validated for sideline assessment of concussion only and is not use for serial testing.</i></p>	Which stadium are we in today?	0	1	What inning is it right now?	0	1	Who scored last?	0	1	Who did you play last game?	0	1	Did you win the last game?	0	1
Which stadium are we in today?	0	1														
What inning is it right now?	0	1														
Who scored last?	0	1														
Who did you play last game?	0	1														
Did you win the last game?	0	1														

## MLB Concussion Assessment Tool (SCAT3) (Continued)

Any player with a suspected concussion should be **REMOVED FROM PLAY** and medically assessed, and should not be left alone or drive a motor vehicle until cleared to do so by a medical professional. Problems could arise over the first 24-48 hours. Player should go to a hospital at once if they: 1) have a headache that gets worse; 2) become very drowsy or can't be awakened; 3) can't recognize people or places; 4) have repeated vomiting; 5) behave unusually, confused, or irritable; 7) have seizures; 8) have weak or numb arms or legs; and/or 9) are unsteady on their feet or have slurred speech. **Remember, it is better to be safe.**

**BACKGROUND INFORMATION**

Player \_\_\_\_\_ Position \_\_\_\_\_ Club \_\_\_\_\_

Injury Date \_\_\_\_\_ Time \_\_\_\_\_ AM/PM During:  Game  Practice  Other \_\_\_\_\_

Evaluation Date \_\_\_\_\_ Time \_\_\_\_\_ AM/PM Evaluator \_\_\_\_\_ ATC / MD / DO

Mechanism of Injury \_\_\_\_\_

How many concussions do you think you have had in the past? \_\_\_\_\_

When was the most recent concussion? \_\_\_\_\_

How long was your recovery from the most recent concussion? \_\_\_\_\_

Have you ever been hospitalized or had medical imaging done for a head injury? Y N

Have you ever been diagnosed with headaches or migraines? Y N

Do you have a learning disability, dyslexia or ADD/ADHD? Y N

Have you ever been diagnosed with depression, anxiety, or any other psychiatric disorder? Y N

Are you on any medications? If yes, please list Y N \_\_\_\_\_

**3 SYMPTOM EVALUATION**  
 Players should score themselves, based on how they feel at the time. (0=None, 1=Mild, 3=Moderate, 6=Severe)

Headache	0	1	2	3	4	5	6	"Don't Feel Right"	0	1	2	3	4	5	6
Pressure in Head	0	1	2	3	4	5	6	Difficulty Concentrating	0	1	2	3	4	5	6
Neck Pain	0	1	2	3	4	5	6	Difficulty Remembering	0	1	2	3	4	5	6
Nausea or Vomiting	0	1	2	3	4	5	6	Fatigue/Low Energy	0	1	2	3	4	5	6
Dizziness	0	1	2	3	4	5	6	Confusion	0	1	2	3	4	5	6
Blurred Vision	0	1	2	3	4	5	6	Drowsiness	0	1	2	3	4	5	6
Balance Problems	0	1	2	3	4	5	6	Trouble Falling Asleep	0	1	2	3	4	5	6
Sensitivity to Light	0	1	2	3	4	5	6	More Emotional	0	1	2	3	4	5	6
Sensitivity to Noise	0	1	2	3	4	5	6	Irritability	0	1	2	3	4	5	6
Feeling "Slowed Down"	0	1	2	3	4	5	6	Sadness	0	1	2	3	4	5	6
Feeling "In a Fog"	0	1	2	3	4	5	6	Nervous or Anxious	0	1	2	3	4	5	6

**Total Number of Symptoms** \_\_\_\_\_ of 22

**Symptom Severity Score** \_\_\_\_\_ of 132

Do symptoms worsen with physical activity? Y N

Do symptoms worsen with mental activity? Y N

Self Rated  Self Rated and Clinician Monitored  Clinician Interview

**Overall Rating:** If you know the player well prior to the injury, how different is he acting compared to his usual self?

Please Circle One Response: No Different Very Different Unsure N/A

## MLB Concussion Assessment Tool (SCAT3) (Continued)

<div style="border: 1px solid black; padding: 5px;"> <p><b>4 COGNITIVE ASSESSMENT</b> Standardized Assessment of Concussion (SAC)</p> <p><b>Orientation</b></p> <table border="0" style="width: 100%;"> <tr><td>What month is it?</td><td style="text-align: center;">0</td><td style="text-align: center;">1</td></tr> <tr><td>What is today's date?</td><td style="text-align: center;">0</td><td style="text-align: center;">1</td></tr> <tr><td>What day of the week is it?</td><td style="text-align: center;">0</td><td style="text-align: center;">1</td></tr> <tr><td>What year is it?</td><td style="text-align: center;">0</td><td style="text-align: center;">1</td></tr> <tr><td>What time is it? (within 1 hour)</td><td style="text-align: center;">0</td><td style="text-align: center;">1</td></tr> </table> <p>Orientation Score ____ of 5</p> <p><b>Immediate Memory</b></p> <table border="0" style="width: 100%; font-size: small;"> <thead> <tr> <th>List</th> <th>Trial 1</th> <th>Trial 2</th> <th>Trial 3</th> <th>Alt. Words</th> </tr> </thead> <tbody> <tr><td>Elbow</td><td>0</td><td>1</td><td>0</td><td>1</td><td>Candle</td></tr> <tr><td>Apple</td><td>0</td><td>1</td><td>0</td><td>1</td><td>Paper</td></tr> <tr><td>Carpet</td><td>0</td><td>1</td><td>0</td><td>1</td><td>Sugar</td></tr> <tr><td>Saddle</td><td>0</td><td>1</td><td>0</td><td>1</td><td>Wagon</td></tr> <tr><td>Bubble</td><td>0</td><td>1</td><td>0</td><td>1</td><td>Sunset</td></tr> </tbody> </table> <p>Immediate Memory score ____ of 15</p> <p><b>Concentration: Digits Backward</b></p> <table border="0" style="width: 100%; font-size: small;"> <thead> <tr> <th>List</th> <th>Trial 1</th> <th>Alt. Digits</th> </tr> </thead> <tbody> <tr><td>4-9-3</td><td>0</td><td>1</td><td>6-2-9</td></tr> <tr><td>3-8-1-4</td><td>0</td><td>1</td><td>3-2-7-9</td></tr> <tr><td>6-2-9-7-1</td><td>0</td><td>1</td><td>1-5-2-8-6</td></tr> <tr><td>7-1-8-4-6-2</td><td>0</td><td>1</td><td>5-3-9-1-4-8</td></tr> </tbody> </table> <p><b>Concentration: Months in Reverse Order</b> D-N-O-S-A-J-J-M-A-M-F-J 0 1</p> <p>Concentration score ____ of 5</p> </div>	What month is it?	0	1	What is today's date?	0	1	What day of the week is it?	0	1	What year is it?	0	1	What time is it? (within 1 hour)	0	1	List	Trial 1	Trial 2	Trial 3	Alt. Words	Elbow	0	1	0	1	Candle	Apple	0	1	0	1	Paper	Carpet	0	1	0	1	Sugar	Saddle	0	1	0	1	Wagon	Bubble	0	1	0	1	Sunset	List	Trial 1	Alt. Digits	4-9-3	0	1	6-2-9	3-8-1-4	0	1	3-2-7-9	6-2-9-7-1	0	1	1-5-2-8-6	7-1-8-4-6-2	0	1	5-3-9-1-4-8	<div style="border: 1px solid black; padding: 5px;"> <p><b>5 NECK EXAMINATION</b></p> <table border="0" style="width: 100%;"> <tr> <td>Range of Motion</td> <td>Tenderness</td> <td>Upper and Lower Limb Sensation and Strength</td> </tr> </table> <p>Findings: _____</p> </div>	Range of Motion	Tenderness	Upper and Lower Limb Sensation and Strength
What month is it?	0	1																																																																							
What is today's date?	0	1																																																																							
What day of the week is it?	0	1																																																																							
What year is it?	0	1																																																																							
What time is it? (within 1 hour)	0	1																																																																							
List	Trial 1	Trial 2	Trial 3	Alt. Words																																																																					
Elbow	0	1	0	1	Candle																																																																				
Apple	0	1	0	1	Paper																																																																				
Carpet	0	1	0	1	Sugar																																																																				
Saddle	0	1	0	1	Wagon																																																																				
Bubble	0	1	0	1	Sunset																																																																				
List	Trial 1	Alt. Digits																																																																							
4-9-3	0	1	6-2-9																																																																						
3-8-1-4	0	1	3-2-7-9																																																																						
6-2-9-7-1	0	1	1-5-2-8-6																																																																						
7-1-8-4-6-2	0	1	5-3-9-1-4-8																																																																						
Range of Motion	Tenderness	Upper and Lower Limb Sensation and Strength																																																																							
<div style="border: 1px solid black; padding: 5px;"> <p><b>6 BALANCE EXAMINATION</b></p> <p><b>Modified Balance Error Scoring System (BESS) Testing</b></p> <p>Foot Tested (non-dominant foot):      Right      Left</p> <p><b>Condition</b></p> <table border="0" style="width: 100%;"> <tr><td>Double Leg Stance</td><td>_____ of 10 Errors</td></tr> <tr><td>Single Leg Stance</td><td>_____ of 10 Errors</td></tr> <tr><td>Tandem Stance</td><td>_____ of 10 Errors</td></tr> </table> <p style="text-align: right;">_____ BESS Total Errors</p> </div>	Double Leg Stance	_____ of 10 Errors	Single Leg Stance	_____ of 10 Errors	Tandem Stance	_____ of 10 Errors	<div style="border: 1px solid black; padding: 5px;"> <p><b>7 COORDINATION EXAMINATION</b></p> <p><b>Upper Limb Coordination</b></p> <p>Arm Tested?      Right      Left</p> <p>Coordination Score ____ of 1</p> </div>																																																																		
Double Leg Stance	_____ of 10 Errors																																																																								
Single Leg Stance	_____ of 10 Errors																																																																								
Tandem Stance	_____ of 10 Errors																																																																								
<div style="border: 1px solid black; padding: 5px;"> <p><b>8 SAC DELAYED RECALL</b></p> <p>SAC Delayed Recall score ____ of 5</p> </div>																																																																									

SCORING SUMMARY	Date: _____	Date: _____	Date: _____
Number of Symptoms of 22			
Symptom Severity Score of 132			
Orientation of 5			
Immediate Memory of 15			
Concentration of 5			
Delayed Recall of 5			
<b>SAC TOTAL</b>			
BESS Total Errors			
Coordination of 1			

## INSTRUCTIONS

(Words in *Italics* below are the instructions given to the player by the examiner)

### I. Symptom Evaluation

To be completed by the athlete. In situations where the symptom scale is being completed after exercise, it should still be done in a resting state, at least 10 minutes post exercise. For total number of symptoms, maximum possible is 22. For symptom severity score, maximum possible is  $22 \times 6 = 132$ .

### II. Cognitive Assessment

#### A. Immediate Memory

- i. Trial 1: *“I am going to test your memory. I will read you a list of words and when I am done, repeat back as many words as you can remember, in any order.”*
- ii. Trials 2 and 3: *“I am going to repeat the same list again. Repeat back as many words as you can remember in any order, even if you said the word before.”*

Complete all 3 trials regardless of score on trial 1 and 2. **Score 1 point for each correct response.** Total score equals sum across all 3 trials. Do not inform the player that delayed recall will be tested.

#### B. Concentration

- i. Digits Backward: *“I am going to read you a string of numbers and when I am done, repeat them back to me backwards, in reverse order of how I read them to you.”*  
If correct, go to next string length. If incorrect, read trial 2. **One point possible for each string length.**
- ii. Months in Reverse Order: *“Now tell me the months of the year in reverse order—December, November, etc.”*  
**Score 1 point for entire sequence correct.**

- C. Delayed Recall: Should be performed after completion of the Balance and Coordination Examinations. *“Tell me as many words from the list I read you earlier in any order.”*  
**Score 1 point for each correct response.**



### III. Balance Examination

#### A. Modified Balance Error Scoring System (BESS) Testing

- i. Double Leg Stance: *“Stand with your feet together with your hands on your hips and your eyes closed. Try and maintain stability for 20 seconds. I will count the times you move out of this position.”*
- ii. Single Leg Stance: *“Stand on your non-dominant foot. Try to maintain stability for 20 seconds with your hands on your hips and your eyes closed. I will count the number of times you move out of this position.”*
- iii. Tandem Stance: *“Stand heel-to-toe with your non-dominant foot back and your weight evenly distributed across both feet. Maintain stability for 20 seconds with your hands on your hips and your eyes closed. I will be counting the number of times you move out of this position.”*

Balance Testing Errors: 1) Hands lifted off iliac crest; 2) Opening eyes; 3) Step, stumble or fall; 4) Moving hip into > 30 degrees abduction; 5) Lifting forefoot or heel; or 6) Remaining out of test position > 5 seconds.

Each of the three 20-second tests is scored by counting the errors accumulated by the player. **The maximum total number of errors for any single condition is 10.**

#### IV. Coordination Examination (Upper Limb Coordination)

- A. Finger-to-Nose (FTN) Task: *“Please sit comfortably with your eyes open and your arm outstretched, pointing in front of you. When I give you the start symbol, perform five successive FTN repetitions using your index finger to touch the tip of your nose, and then return to the starting position, as quickly and as accurately as possible.”* **Scoring: 5 correct repetitions < 4 seconds = 1.**

**Concussion Diagnostic Form for 7-Day Disabled List Placement**

*A completed form and any supporting information (including, but not limited to, a completed SCAT3 form) must be submitted to [7dayDL@mlb.com](mailto:7dayDL@mlb.com) **before** the player is placed on the 7-day DL. The Commissioner's Office will inform the Club if the 7-day DL placement is approved and enter it into eBis.*

Club Requesting that Player Be Placed on 7-Day DL  Yes  No

Player Name \_\_\_\_\_

Club \_\_\_\_\_

Position \_\_\_\_\_

**Nature of Injury (include video information if available)**

Event Form Entered into EMR System  Yes  No

Date of Injury \_\_\_\_\_ Diagnosis Description \_\_\_\_\_

Event that Caused Injury \_\_\_\_\_

Was Player Removed from a Game? \_\_\_\_\_

Other Associated Injuries \_\_\_\_\_

**Basis of Concussion Diagnosis (attach SCAT3 Assessment Form if available)**

Signs and Symptoms of Impairment \_\_\_\_\_  
\_\_\_\_\_

SCAT3 Assessment Performed  Yes  No

SCAT3 Performed By \_\_\_\_\_

SCAT3 Assessment Indicated a Concussion  Yes  No

**Certifications**

Home Club Physician Name \_\_\_\_\_ Home Club Physician Signature \_\_\_\_\_

Date \_\_\_\_\_

Player's Club ATC Name \_\_\_\_\_ Player's Club ATC Signature \_\_\_\_\_

Date \_\_\_\_\_

cc: Player  
Players Association

**Concussion Diagnostic Form for 10-Day Disabled List Placement**

*Clubs must submit this form in lieu of the Standard Form of Diagnosis to place a player on the 10-Day DL for a concussion. A Club may place a player on the 10-Day DL for a concussion without the preapproval from the Commissioner's Office as is required for placement on the 7-Day DL.*

Club Requesting that Player Be Placed on 10-Day DL for a Concussion  Yes  No

Player Name \_\_\_\_\_

Club \_\_\_\_\_

Position \_\_\_\_\_

**Nature of Injury (include video information if available)**

Event Form Entered into EMR System  Yes  No

Date of Injury \_\_\_\_\_ Diagnosis Description \_\_\_\_\_

Event that Caused Injury \_\_\_\_\_

Was Player Removed from a Game? \_\_\_\_\_

Other Associated Injuries \_\_\_\_\_

**Basis of Concussion Diagnosis (attach SCAT3 Assessment Form if available)**

Signs and Symptoms of Impairment \_\_\_\_\_

SCAT3 Assessment Performed  Yes  No

SCAT3 Performed By \_\_\_\_\_

SCAT3 Assessment Indicated a Concussion  Yes  No

**Certifications**

Home Club Physician Name \_\_\_\_\_ Home Club Physician Signature \_\_\_\_\_

Date \_\_\_\_\_

Player's Club ATC Name \_\_\_\_\_ Player's Club ATC Signature \_\_\_\_\_

Date \_\_\_\_\_

cc: Player  
Players Association

## **Concussion Return to Play Form**

*Prior to the time a concussed player is permitted to play in any game (including Major League, Minor League, or Extended Spring Training games), the Club must submit this form to MLB's Medical Director. Submission of this form is required irrespective of whether the player was placed on the Disabled List, and applies to both the Major League and Minor League levels.*

Player Name \_\_\_\_\_

Club \_\_\_\_\_

Position \_\_\_\_\_

### **Concussion Symptom Data**

Date of Injury \_\_\_\_\_ Diagnosis Description \_\_\_\_\_

Returning From:  Active Roster  7-Day DL  10-Day DL  60-Day DL

Name of Consulting MTBI Specialist \_\_\_\_\_

All Concussion Symptoms Resolved  Yes  No

Neuropsychological Testing has Returned to the Range of Baseline\*  Yes  No

Player Experienced No Symptoms with Exertion  Yes  No

Player Experienced No Symptoms with Baseball-Related Activities  Yes  No

SCAT3 Last Performed on \_\_\_\_\_ is Within Normal Limits\*  Yes  No

Club Physician has Cleared Player to Participate in Baseball-Related Activities  Yes  No

Limitations, if any, Placed on Player by Club Physician \_\_\_\_\_

### **Certifications**

Club Physician Name \_\_\_\_\_ Club Physician Signature \_\_\_\_\_

Date \_\_\_\_\_

Club ATC Name \_\_\_\_\_ Club ATC Signature \_\_\_\_\_

Date \_\_\_\_\_

**\*Attach most recent SCAT3 results and neuropsychological test results (baseline and most recent)**

**Concussion Diagnostic Form for  
Player Not Placed on the Disabled List**

*Clubs must submit this form to MLB's Medical Director any time a player is diagnosed with a concussion, and is not placed on the Disabled List.*

Player Name \_\_\_\_\_

Club \_\_\_\_\_

Position \_\_\_\_\_

**Nature of Injury (include video information if available)**

Event Form Entered into EMR System  Yes  No

Date of Injury \_\_\_\_\_ Diagnosis Description \_\_\_\_\_

Event that Caused Injury \_\_\_\_\_

Was Player Removed from a Game? \_\_\_\_\_

Other Associated Injuries \_\_\_\_\_

**Basis of Concussion Diagnosis (attach SCAT3 Assessment Form if available)**

Signs and Symptoms of Impairment \_\_\_\_\_

SCAT3 Assessment Performed  Yes  No

SCAT3 Performed By \_\_\_\_\_

SCAT3 Assessment Indicated a Concussion  Yes  No

**Certifications**

Home Club Physician Name \_\_\_\_\_ Home Club Physician Signature \_\_\_\_\_

Date \_\_\_\_\_

Player's Club ATC Name \_\_\_\_\_ Player's Club ATC Signature \_\_\_\_\_

Date \_\_\_\_\_

cc: Player  
Players Association

ATTACHMENT 37

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear David:

This letter will memorialize our agreement on “mini-camps.”

1. Mini-camps shall be limited to workouts and activities designed to acclimate players to a Major League clubhouse (e.g., seminars on handling the media, team-building exercises, casual group activities, etc.). Clubs may not negotiate or attempt to negotiate directly with a Player his salary or other terms of a Uniform Player’s Contract (“UPC”) during a mini-camp.
2. Clubs may hold mini-camps that include 40-man roster Players for no more than seven days during the month of January. The mini-camp must be located at the Club’s Spring Training facility or in the Club’s home city and must be completed before February 1.
3. The only 40-man roster Players who may be invited to attend a mini-camp are those with less than three years of Major League service who also are not eligible for salary arbitration that year (“Eligible Invitees”). No more than 15 Eligible Invitees may be invited to a Club’s mini-camp.
4. Attendance by 40-man roster Players at a Club’s mini-camp is purely voluntary. The Parties acknowledge that it is essential to this agreement that Clubs refrain from any activity which suggests that invitations to mini-camps are anything less than entirely up to the Player. There will be no consequences to an Eligible Invitee if he decides not to attend.
5. On or before December 15, the Club must identify for the Office of the Commissioner any 40-man roster Players that the Club wishes to invite to attend mini-camp in January. The Office of the Commissioner, in turn, will inform the Association of which Clubs intend to conduct mini-camps and identify any 40-man roster invitees.

6. All invitations sent to 40-man roster Players to a Club's mini-camp must come exclusively through the Office of the Commissioner in the form of the following standard invitation letter, a copy of which shall be provided to the Players Association contemporaneously with the invitation to the Player:

**On behalf of the Club, you are hereby invited to attend a mini-camp that the Club will hold at the following dates, times and locations. First-class jet air and hotel accommodations, if practicable, will be provided. Please be advised that, pursuant to Attachment 37 of the Basic Agreement between the 30 Major League Clubs and the Major League Baseball Players Association, attendance at this mini-camp is purely voluntary. There will be absolutely no consequences if you decide not to attend.**

**Please let me know by January 1 whether you plan to attend the mini-camp. Feel free to contact me if you have any questions.**

7. Clubs may not follow-up on the invitation of a 40-man Player either in writing or verbally, or either directly or indirectly (e.g., through an agent). The Office of the Commissioner will coordinate any logistical follow-up that is necessary. However, if a Player responds directly to the Club rather than the Commissioner's Office, the Club may then proceed to coordinate travel plans and inform the Player of any other pertinent details.
8. Nothing herein is intended to restrict or otherwise modify a Club's rights under Regulation 2 to prescribe or direct treatment for, or otherwise follow-up on the health or medical condition of, an injured player during the off-season.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 38

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear David:

This will confirm our agreement that Clubs and Players are prohibited from including as a Special Covenant to a Uniform Player's Contract ("UPC") a provision that requires the Club to provide the Player with the same terms for a particular benefit that the Club provides to another Player in a subsequently entered UPC. (These provisions are commonly referred to in the vernacular as "most favored nations" provisions.)

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner



ATTACHMENT 39

**Consent Form Rehabilitation Assignment**

To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ consents to his assignment to \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_ days the purpose of rehabilitation as provided under the terms of the Basic Agreement.

(Player Initials):

\_\_\_\_\_ I understand that under the Basic Agreement my written consent is required to initiate a rehabilitation assignment, and that the duration of my rehabilitation assignment must be negotiated with the Club.

\_\_\_\_\_ I have negotiated with the Club and hereby consent to a rehabilitation assignment of up to \_\_\_\_\_ days.\*

\* (Maximum of twenty (20) days for position players; thirty (30) days for pitchers.)

\_\_\_\_\_  
Player's Signature

\_\_\_\_\_  
Date

**Important**

cc: Office of the Commissioner (Baseball Operations)  
Labor Relations  
MLB Players Association

ATTACHMENT 40

Daniel R. Halem, Esquire  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner  
245 Park Avenue  
New York, New York 10167

Re: Social Media

Dear Dan:

I write to confirm our agreement concerning the Office of the Commissioner's adoption of a policy addressing certain limitations on the uses of Social Media by employees, including Players (the "Policy").

1. The Players Association will not challenge in any forum the Office of the Commissioner's implementation of the Policy, or the facial validity of its prohibitions.
2. No Club may maintain its own policies restricting the use of Social Media by Players. Nothing in this agreement is intended to restrict Club or Commissioner's Office policies encouraging the use of Social Media.
3. A Player may be disciplined by either the Commissioner or his Club for a violation of the Policy, but not by both for the same conduct. All discipline under the Policy by a Club or the Commissioner must be for just cause in accordance with Article XII of the Basic Agreement. In any grievance involving the discipline of a Player for an alleged violation of the Policy, the Association agrees it will not challenge the reasonableness of the applicable aspect(s) of the Policy involved, but reserves all of its other defenses in any such grievance, including the right to assert that the amount of discipline imposed is not supported by just cause.
4. This agreement shall not be used by either party as precedent or in support of its position in any proceeding or dispute other than a proceeding involving an alleged violation of its terms. Moreover, this agreement and the Policy itself (including the defini-

tions therein) shall not be cited and shall have no consequence in any negotiation or business transaction involving the Parties.

Very truly yours,

David M. Prouty  
General Counsel  
Major League Baseball  
Players Association

ATTACHMENT 41

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear David:

The purpose of this letter is to confirm our understanding that on or before March 1 of every year, the Office of the Commissioner shall issue a memorandum to all Major League Chief Financial Officers reminding the Clubs of their obligations under Articles VII(B)(5) and VII(C)(7) of the Basic Agreement, and stating that the Clubs should (1) treat as income for tax purposes only that portion of the daily in-season meal and tip allowances (Article VII(B)(3)) that are over the federal *per diem* rate for meals and incidental expenses for the city to which the Club has traveled; and (2) treat as income for tax purposes only that portion of the Spring Training allowances (Article VII(C)(1), (2) and (4)) that are over the federal *per diem* rate for lodging, meals and incidental expenses.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 42

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear David:

This will confirm our agreement that Clubs and Players are prohibited from including as a Special Covenant to a Uniform Player's Contract ("UPC") a provision that gives the Club the right to void a guaranteed year of the contract based on the occurrence or non-occurrence of certain events.

Nothing herein is intended to preclude Clubs and Players from agreeing to include as a Special Covenant to a UPC an option to extend the term of a guaranteed contract, including an option that vests as a result of the occurrence or non-occurrence of certain events. Moreover, the Parties reserve their legal positions regarding the enforceability of any other Special Covenants to a UPC, including but not limited to Special Covenants that limit the extent of a guarantee or otherwise permit the Club to convert the UPC into a non-guaranteed contract.

Sincerely,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 43

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Dear David:

The purpose of this letter is to confirm the Parties' understanding that a player (a) who has at least one day of Major League service during any championship season; (b) whose contract is assigned outright at any time after the conclusion of the Minor League season; and (c) who is tendered a Salary Addendum pursuant to MLR 3(h)(2) and Paragraph VII(A) of the Minor League UPC for the next championship season, may not be tendered at a salary rate that is less than 80% of (y) the monthly salary rate set out in the player's most recently executed Addendum C; or (z) the minimum salary for Minor League service contained in the Basic Agreement for players with at least one day of Major League Service during any championship season, whichever is greater.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 44

Rick Shapiro, Esquire  
Senior Advisor  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Contract Tender of Rule 5 Players

Dear Rick:

This letter confirms our agreement on the tender of Uniform Player's Contracts to Players who are selected in the Rule 5 Draft. By 5 P.M. Eastern Time on the day of the Rule 5 Draft, the Labor Relations Department will provide the Players Association with an addendum to the original Tender Letter that includes all Players selected in the Draft and their corresponding tender amounts.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 45

Rick Shapiro, Esquire  
Senior Advisor  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Article XX(B) (Qualifying Offers)

Dear Rick:

The purpose of this letter is to memorialize our understanding regarding the calculation of Qualifying Offers pursuant to Article XX(B)(3) of the Basic Agreement. Pursuant to Article XX(B)(3), a Qualifying Offer must provide a salary equal to the average salary of the 125 highest-paid Players for the prior season, except that a Qualifying Offer may not provide a salary below the Qualifying Offer for the 2017 season.

1. The 125 highest-paid Players initially shall be derived from all Players on a 40-man roster (or whose contracts have been assigned outright) or 60-Day Disabled List on August 31 of the most recently completed season (“Eligible Players”). In addition, Players who retired (whether or not they are placed on the Voluntary Retired List) or are placed on the Restricted List between the conclusion of the prior championship season and August 31 of the most recently completed championship season shall be considered Eligible Players, but only for the first year following such retirement or placement on the Restricted List.
2. In determining the 125 highest-paid Players, each Player’s salary for the season at issue (“Salary”) shall be calculated by adding the following: (i) the Player’s base salary for the year at issue (adjusted pursuant to any salary escalator effective for that season); (ii) a prorated portion of any applicable signing bonus; (iii) a prorated portion of any buyout associated with the first Club or Mutual option year of the Contract (or a deduction of the amount of the buyout if the option was exercised as described in Addendum A); and (iv) any bonuses that were earned by the Player as of the conclusion of the championship season. If any portion of the Player’s earnings in items (i)-(iv) of this paragraph is deferred, his



Salary shall be discounted pursuant to the formula set forth in Addendum A.

3. If a Player is not an Eligible Player because his Major League Uniform Player's Contract ("UPC") covering the season at issue was terminated between the conclusion of the prior championship season and August 31 of the recently completed championship season, and, following the termination, the Player was owed the remaining salary for the recently completed championship season as termination pay, the Player's Salary under his terminated UPC (as calculated pursuant to paragraph 2 above) shall be included in determining the 125 highest-paid Players. Except as set forth in paragraph 4 below, if a Player was signed to more than one UPC covering the applicable season, the UPC that results in the highest Salary under the calculation set forth in paragraph 2 above (including a terminated UPC covered by paragraph 2 above) will be used to determine the 125 highest-paid Players.
4. If a Player and Club replace a UPC during the championship season with a new UPC covering that season, the Player's base salary, pro-rata signing bonus and pro-rata buyout for that championship season for purposes of Section 2(i)-(iii) above will be sum of the following: (1) the base salary, pro-rata signing bonus and pro-rata buyout under the first UPC for that season each shall be multiplied by a fraction, the numerator of which is the number of days in the championship season that the Player was covered by the UPC and the denominator is the number of days in that championship season; and (2) the base salary, pro-rata signing bonus, and pro-rata buyout under the new UPC for that season each shall be multiplied by a fraction, the numerator of which is the number of days in the championship season that the Player was covered by the new UPC and the denominator is the number of days in that championship season.
5. If a Player is not signed to a Major League UPC as of Opening Day, but signs a UPC during the championship season, the base salary under that UPC for purposes of Section 2(i) above will be determined by multiplying the base salary under the UPC by a fraction, the numerator of which is the number of days in the championship season that the Player was covered by the UPC and the denominator is the number of days in the championship season.

6. The Qualifying Offer (as calculated pursuant to this letter) shall be increased by 0.08% to account for award bonuses that may be earned after the conclusion of the championship season and thus are not included in the calculation. The average salary shall then be rounded to the nearest \$100,000.
7. The Parties shall confer on or before the 7th day following the last championship season game to discuss the calculation of the average salary of the 125 highest-paid Players, and shall confirm the average no later than the 10th day following the last championship season game.

Set forth in Addendum A is a more detailed description of the above calculation. Nothing contained in this letter may be relied upon by either party in any proceeding except a proceeding involving the calculation of Qualifying Offers under Article XX(B)(3).

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

## **Addendum A**

### **Calculation of Player Salary**

#### **General Rule**

Player Salary = Base Salary + Pro-rated Signing Bonus + Pro-rated Buyout on First Club or Mutual Option Year + Earned Bonuses (as of conclusion of championship season).

#### **Base Salary**

The base salary shall be as stated in the contract for the year at issue (or at the increased base salary figure if an escalator provision had been triggered).

#### **Pro-rated Signing Bonus**

Any signing bonus included in a Uniform Player's Contract (and any other payment determined to be the equivalent of a signing bonus) shall be attributed, pro rata, over the guaranteed years of the Contract. If a Contract contains no guaranteed years, the signing bonus shall be attributed in full to the first year of the Contract. No portion of the signing bonus shall be attributed to any option year. If a Player's Contract is assigned to another Club, the pro-rated portion of the signing bonus will continue to be included in the Player's Salary.

#### **Pro-rated Buyout for First Club or Mutual Option Year**

The buyout associated with the first Club or Mutual Option Year shall be attributed, pro rata, over the guaranteed years of the Contract. If a Contract contains no guaranteed years, the buyout shall be attributed in full to the first year of the Contract. No portion of the buyout shall be attributed to any option year. If the Player's Contract is assigned to another Club, the pro-rated portion of the buyout will continue to be included in the Player's Salary.

If the first Club or Mutual option is exercised, and no buyout is paid by the Club, the full amount of the buyout will be deducted from the base salary of the option year when calculating the Player's Salary for the option year pursuant to paragraph 2 of the letter agreement. For multiyear contracts that began prior to 2012, only the portion of the buyout that was attributed, pro rata over contract years beginning in 2012 will be deducted from the base salary of the option year.

### Extensions

If a Club and Player agree to extend a contract prior to its expiration, any buyout associated with the first Club or Mutual Option year or signing bonus under the new Contract shall be attributed pro rata over the guaranteed years of the new Contract that were not guaranteed years under the prior Contract.

### Earned Bonuses

Performance, award, assignment, and other bonuses earned for performing or otherwise providing services under a contract shall be included in a Player's Salary if those bonuses were earned as of the conclusion of the championship season.

### Deferred Compensation

If a Uniform Player's Contract contains compensation that is payable beyond the guaranteed term of the Contract, such compensation shall be considered "deferred compensation". All deferred compensation shall be included in a Player's Salary in the year in which it is earned at an amount equal to the discounted present value of such deferred amount. (Salary that is earned in one year of a contract but paid in a later year of the contract, on the other hand, shall not be considered deferred compensation. Such compensation shall be included in a Player's Salary at its stated value in the year in which it is earned.) Deferred base salary shall be discounted back to June 30 of the season in which it is earned; a deferred signing bonus shall be discounted back to the date the contract is signed; and a deferred performance, award and other bonus shall be discounted back to the date the bonuses were earned.

The deferred compensation shall be discounted using the Article XV(K) rate from the November 1 preceding the season in which the compensation was earned. For discounting purposes, interest shall be compounded on an annual basis.

ATTACHMENT 46

**International Amateur Talent System**

A. Coverage

“International Players” are players who are residents of any country or territory other than the United States (defined as the 50 States of the United States of America, the District of Columbia, Puerto Rico, and any other Commonwealth, Territory or Possession of the United States of America) and Canada. Unless exempted pursuant to Section F below, International Players shall be covered by all of the provisions of this Attachment 46, including the Signing Bonus Pool provisions set forth below.

B. Club Signing Bonus Pools

1. The rules and procedures regarding the operation of Signing Bonus Pools set forth in Sections II.A, II.B., II.C.3, and II.C.4 of Attachment 46 to the 2012–16 Basic Agreement, including but not limited to the penalties for exceeding the Signing Bonus Pools, shall continue to govern for the remainder of the 2016–17 signing period.
2. For the 2017–18 signing period and each signing period thereafter, Clubs will be assigned Signing Bonus Pools as follows:
  - a. Clubs that are originally assigned a Competitive Balance Selection in Round A of the most recent Rule 4 Draft will receive “Signing Bonus Pool A.” Signing Bonus Pool A will be \$5.25 million for the 2017–18 signing period.
  - b. Clubs that are originally assigned a Competitive Balance Selection in Round B of the most recent Rule 4 Draft will receive “Signing Bonus Pool B.” Signing Bonus Pool B will be \$5.75 million for the 2017–18 signing period.
  - c. Clubs that are not originally assigned a Competitive Balance Selection in the most recent Rule 4 Draft will receive the “Base Signing Bonus Pool.” The Base Signing Bonus Pool will be \$4.75 million for the 2017–18 signing period.

3. For each signing period following the 2017–18 signing period, Signing Bonus Pool A, Signing Bonus Pool B, and the Base Signing Bonus Pool will be increased based on the rate that total industry revenue grew in the most recently completed calendar year. Signing Bonus amounts redistributed pursuant to Article XX(B)(4)(c) shall be added to or subtracted from a Club’s Signing Bonus Pool, whichever is applicable, after the adjustment described in the preceding sentence.
4. For purposes of this Attachment 46, the term “signing bonus” shall include the full amount of any signing bonus provided to the player in connection with the execution of his Minor League contract, irrespective of when the signing bonus is scheduled to be paid or whether the bonus (or a portion thereof) is contingent on future events, and without any discounting of the face amount of the bonus. Notwithstanding the foregoing, the following compensation or payments shall not be considered part of the signing bonus:
  - a. The Contingent Payment set forth in Major League Rule 3(c)(5)(B).
  - b. The Incentive Bonus Plan set forth in Major League Rule 3(c)(5)(C).
  - c. The Continuing Education Program set forth in Major League Rule 3(c)(5)(D).
  - d. Salary paid to the player for performing services during the playing season pursuant to Addendum C to the Minor League contract.
5. No Club may exceed its Signing Bonus Pool in any signing period. Any contract that would result in a Club exceeding its Signing Bonus Pool (including any additional Signing Bonus Pool space acquired via assignment from another Club) will not be approved by the Commissioner’s Office.
6. If a Club does not spend or assign its entire Signing Bonus Pool for a given signing period, the remaining Signing Bonus Pool space expires at the close of the signing period and does not carry over to the following signing period.

7. If a player's contract is not approved, voided *ab initio*, or terminated during the signing period in which it is entered based on the results of an Age and Identity investigation conducted by the Office of the Commissioner, a failed physical examination, or the inability of the player to obtain a visa to work in the United States, the portion of the Signing Bonus that is not paid to the player or is recouped from the player as a result of such action will not be counted against the Club's Signing Bonus Pool for that signing period. If a contract or contracts submitted by a Club to the Commissioner's Office during one signing period are not approved, voided *ab initio*, or terminated during the next "closed period" or next signing period based on the results of an Age and Identity investigation conducted by the Office of the Commissioner, a failed physical examination, or the inability of the player to obtain a visa to work in the United States, the Signing Bonus Pool space associated with those contracts shall be allocated as follows: (a) the signing Club may carry over the Signing Bonus amount contained in such contract(s) for that next signing period, provided that the total amount of Pool space carried over by a Club from one signing period to the next may not exceed \$400,000; and (b) any Pool space over \$400,000 shall be divided equally among the Signing Bonus Pools for all 30 Clubs for that next signing period.
8. In each signing period, signing bonuses provided to players of \$10,000 or less will not count against a Club's Signing Bonus Pool.
9. Penalties incurred by Clubs for exceeding their Signing Bonus Pools during the 2015–16 and/or 2016–17 signing periods will remain in effect during the 2017–18 and 2018–19 signing periods (as applicable). By way of example, a Club that exceeded its Signing Bonus Pool by more than 15% during the 2016–17 signing period will be prohibited from signing any player subject to the Signing Bonus Pool system for a signing bonus of more than \$300,000 during the 2017–18 and 2018–19 signing periods, regardless of the size of the Club's Signing Bonus Pools in those signing periods.

C. Signing Period

For purposes of determining compliance with a Club's Signing Bonus Pool, a signing period shall commence at 9 A.M. Eastern Time on July 2 and end at 5 P.M. Eastern Time on June 15 of the following year. The period starting at 5 P.M. Eastern Time on June 15 and ending at 9 A.M. Eastern Time on July 2 will be a "closed period" in which International Players subject to the Signing Bonus Pool system may not sign contracts. By way of example, the 2017–18 signing period shall commence on July 2, 2017 and end on June 15, 2018.

D. Contract Requirements

1. All players subject to the Signing Bonus Pool system must sign a Minor League Uniform Player Contract.
2. Clubs may include a special covenant in a first-year Minor League Uniform Player Contract providing the Club with the right to void the contract *ab initio* if it determines within six (6) months of the signing date that the player falsified his age or identity in connection with signing the contract. The Office of the Commissioner shall provide players whose contracts are voided pursuant to such a provision with a fair dispute resolution procedure that culminates in arbitration before a neutral arbitrator in a forum that is convenient for the player (e.g., a player's native country, the country in which the contract is executed, etc.). The Players Association shall have the right to review and approve such dispute resolution procedure, which approval shall not be unreasonably withheld. The Office of the Commissioner shall give the Association written notice of any action by a Club voiding a contract pursuant to this subsection D.2.

E. Assignment of Signing Bonus Pool Space

1. During the 2017–18 and 2018–19 signing periods, Clubs may assign to other Clubs any of their available Signing Bonus Pool space; provided, however, that no Club may acquire by assignment from another Club (or Clubs) in aggregate more than 75% of its Signing Bonus Pool at the commencement of any signing period.



2. Beginning in the 2019–20 signing period and continuing thereafter, Clubs may assign to other Clubs any of their available Signing Bonus Pool space; provided, however, that no Club may acquire by assignment from another Club (or Clubs) in aggregate more than 60% of its Signing Bonus Pool at the commencement of any signing period.
  3. Signing Bonus Pool space may only be assigned in increments of \$250,000, unless the Club is assigning its entire remaining Signing Bonus Pool in a single transaction.
  4. In any assignment of Signing Bonus Pool space from one Club to another Club, the Signing Bonus Pool of the assignor Club will be reduced by the amount of the assigned space, and the Signing Bonus Pool of the assignee Club will be increased by the amount of the assigned space.
  5. Cash consideration of any kind is not permitted to be included in a trade involving Signing Bonus Pool space unless the cash consideration is included to offset the salary obligation of another player included in the assignment (and is no greater than such obligations), subject to the Commissioner's approval.
  6. A Club may only assign its Signing Bonus Pool space for a given signing period during the term of that signing period. For example, a Club may not assign Signing Bonus Pool space for the 2018-2019 signing period during the 2017–2018 signing period.
- F. Exemptions from the Signing Bonus Pool
1. Bonuses paid to International Players will not count toward a Club's Signing Bonus Pool in the following two circumstances:
    - a. Players who previously contracted with a Major or Minor League Club, unless that previous contract was voided, terminated, or not approved by the Office of the Commissioner or the Club based on the results of an Age and Identity Investigation, the inability of the player to obtain a visa to work in the United States, a failed physical examination pursuant to paragraph XVII of the

Minor League Uniform Player Contract, or circumvention pursuant to Section H below. See also Section B.7 above.

- b. Players who are at least 25 years of age and have played as a professional in a foreign league recognized by the Commissioner's Office for a minimum of six seasons ("Foreign Professional").

G. Registration Process for Each Signing Period

1. A player must be registered with the Office of the Commissioner by the May 15 preceding a signing period in order to sign a contract during that signing period.
2. Any prospect who is not registered with the Office of the Commissioner as of the May 15 deadline will not be eligible to be signed during the next signing period unless the Commissioner determines that the player has a compelling justification for his failure to register.
3. As of June 21 of each year, the Office of the Commissioner will provide to all Clubs a list of international prospects who registered for the next signing period.
4. Players who are determined to have falsified their age or identity in the registration process will be subject to the penalties as set forth in Major League Rule 3(a)(1)(F).
5. The Players Association and the Office of the Commissioner shall codify the current rules regarding prospect registration.
6. The Players Association and the Office of the Commissioner shall meet to discuss a system of regulation for individuals representing international prospects in contract negotiations.
7. *Level 2 Registration*
  - a. The Commissioner's Office will identify a group of 150 registered international amateurs as "Level 2 Prospects."
  - b. All Level 2 Prospects will be subject to one or more random pre-contract drug tests, pursuant to the terms of Major League Baseball's Drug Prevention Program for Prospects Not Subject to the First-Year Player Draft.

- c. All Level 2 Prospects will be required to provide the Major League Scouting Bureau with all pre-existing medical records relating to their physical condition, including MRIs, X-Rays, and CT Scans (where practicable) at the time of registration. The records will be provided to Clubs through Major League Baseball's Electronic Medical Records system ("EMR"). A Level 2 Prospect may not provide additional medical information to one Club (including submitting to a pre-signing physical) without providing all other Clubs that request it with the same access to the information.
  - d. Level 2 Prospects may undergo an Age and Identity investigation, the results of which will be provided to the Clubs.
  - e. Any Level 2 Prospect who fails to comply with subparagraphs b or d above will not be eligible to be signed during the next signing period. Any Level 2 Prospect who fails to comply with subparagraph c above will be prohibited from submitting medical information, whether orally or in writing, to any Club. The Office of the Commissioner will notify all Clubs of a player's refusal. A Club may not obtain medical information from a non-compliant player until the player complies with subparagraph c.
  - f. A Club may not direct a Level 2 Prospect to undergo a physical for the purposes of obtaining medical information that is not provided and distributed pursuant to subparagraph c above.
8. Upon request, the Commissioner's Office will provide the Players Association with the following information:
- a. An application to be declared eligible that has been pending for more than three months.
  - b. An application for registration that is denied because it was submitted after the May 15 deadline.
  - c. Any proposed changes to the registration paperwork or process for international amateurs.

9. The Office of the Commissioner shall provide the Players Association with access to all contracts that are governed by this Attachment 46.

H. Circumvention

No Club or player (including their designated representatives) may enter into any understanding, agreement, or transaction, or make any representation, whether implied or explicit, that is designed to defeat or circumvent the provisions of the International Amateur Talent System. Any Club (or its representatives) that is found to have engaged in circumvention or attempted circumvention will be subject to sanctions by the Commissioner, including fines, suspensions, non-approval of the transaction(s) or contract(s), and loss of future signing rights. A non-exclusive list of conduct that will subject Clubs (and Club personnel) to sanctions includes:

1. Providing, paying, or promising a player, his advisor, his foreign league or federation, his trainer or his family members anything of value other than the compensation and benefits contained in the Minor League contract.
2. Making any payments to, or providing anything of value to, an individual advising, representing or training a player.
3. Agreeing to enter into any business transaction with a player's advisor or trainer, including signing other players represented by the advisor or trainer, as consideration for a player entering into a contract with a Club.
4. Promising, representing, or committing that a player will be placed on the Club's Major League roster by a particular date.
5. Releasing a player as part of a scheme to exclude a Signing Bonus contained in the player's next contract from being charged to a Club's Signing Bonus Pool.
6. Promising, representing, or committing to sign a player to another Minor League contract or a Major League contract in the future, or to provide additional compensation or benefits under the extant contract (such as a higher salary in future years of the Minor League contract).

Any Club that is found to have willfully circumvented the requirements of the International Amateur Talent System by providing, directly or indirectly, more compensation or other consideration to a player than is permitted under the System may be disciplined by the Commissioner, up to and including a prohibition on that Club signing any International Players for up to one (1) year or having its Signing Bonus Pool decreased by up to 50% for up to five (5) years.

I. Transfer Agreements and Foreign Professional Leagues

1. The Players Association and the Office of the Commissioner will endeavor to harmonize player entry provisions in transfer agreements with foreign professional leagues and finalize ongoing discussions regarding the entry of Mexican players.
2. The consent of the Players Association is required for any protocol or player transfer agreement with another foreign professional league or federation.

ATTACHMENT 47

Matthew R. Nussbaum, Esq.  
Assistant General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Clubhouse & Nutrition

Dear Matt:

This letter will memorialize certain agreements that the Parties have reached with respect to home and visiting clubhouse standards and nutrition.

1. Player Advisory Council (“PAC”). The Players on each Club shall establish a PAC. The PAC shall identify acceptable clubhouse standards with respect to meals, nutrition, services, and amenities that should be provided in home and visiting clubhouses. Disputes over whether a Club is meeting acceptable clubhouse standards shall be raised initially by the PAC (or an individual Player) with the Clubhouse Manager. If the dispute is not resolved after the initial complaint, the collective bargaining Parties (with involvement, as needed, from the Joint Strength & Conditioning Coordinator and/or Joint Dietitian Consultant) will consult regarding an acceptable resolution. If this consultation does not resolve the dispute, the Players Association may appeal the dispute through the Grievance Procedure contained in Article XI.
2. Clubhouse Standards
  - (a) Cleanliness & Environment. Each Club must satisfy all applicable local and state health cleanliness standards for all food stations (home and visitor). All Club employees or other personnel who handle food must have a food handler’s license, in compliance with any applicable local municipal ordinances. Carpets in both the home clubhouse and visiting clubhouse must be cleaned at least bi-weekly. Bathroom facilities (including toilets, showers and tubs) should be cleaned and disinfected on a daily basis, and there must be adequate ventilation and air freshening with functional heat and air conditioning.

- (b) Recovery Room. Clubs shall dedicate a physical space for a recovery room proximate to the home clubhouse (and, where practicable, visiting clubhouse), to serve as an area where Players shall have complete privacy away from the media.
- (c) Clubhouse Dues. Players shall not be required to pay dues to clubhouse employees for services rendered.

### 3. Nutrition

- (a) Chefs and Dietitians. All Clubs shall provide access to a full-time chef, but only while the Club is at home, and all Clubs shall provide access to a registered dietitian, but need not do so on a full-time basis. The Joint Strength & Conditioning Coordinator will communicate relevant information regarding nutritional and dietary supplements to the Clubs' chef and dietitian. The Parties jointly will retain a registered dietitian to field questions and provide advice and recommendations to Clubs, Players, and the bargaining Parties.

#### (b) Meals

- (i) On days when Clubs are scheduled to play games beginning at 1 P.M. and 7 P.M., Clubs shall be required to provide three meals for Players (i.e., lunch or breakfast, pregame, and postgame).
- (ii) On days when Clubs are scheduled to play games beginning at 4 P.M., Clubs shall be required to provide four meals for Players (i.e., breakfast, lunch, pregame, and postgame).
- (iii) The PAC and registered dietitian at each Club shall develop a list of acceptable meal selections at home and on the road. In addition, the PAC and registered dietitian shall identify additional food, snacks and beverages that should be available in the clubhouses (e.g., bottled water, sports drinks, coffee, tea, etc.). All food provided should reasonably accommodate identified food allergies, sensitivities, or special dietary needs and requests.
- (iv) In-stadium catering and concessions may supply clubhouse meals, provided those meals comply with the dietary standards established by the Club and its PAC.

- (v) All dietary supplements and functional foods (e.g., protein bars and shakes) made available at home and on the road must be NSF Certified for Sport.
4. Services. Clubs shall not prohibit clubhouse attendants from providing reasonable personal services, including:
    - (a) Access to private transportation for Players and their families;
    - (b) Package shipment and receipt capabilities;
    - (c) In-stadium assistance for Players and their families;
    - (d) In-clubhouse entertainment (i.e., televisions, movies, music, speakers, and related equipment); and
    - (e) Dry cleaning and laundering capabilities.
  5. Amenities. Clubs shall ensure that home and visiting clubhouses are fully stocked with grooming items (e.g., soaps, shaving, hair products, deodorant, etc.), toiletries (e.g., toilet paper, hand wipes, wet wipes), towels and washcloths (replaced annually), and a safe or lockbox for valuables.
  6. Spring Training. The Clubs' practices in Spring Training are unaffected by this agreement, except that all Spring Training facilities must be available to Players beginning on February 1, unless providing early access would conflict with a scheduled event(s) at the facility or renovations/maintenance being performed at the facility. Clubs should continue their current practices of notifying Players directly of any conflicts.

Very truly yours,

Paul V. Mifsud, Jr.  
Vice President and  
Deputy General Counsel  
Labor Relations & Player Programs



ATTACHMENT 48

Daniel R. Halem  
Chief Legal Officer  
Office of the Commissioner of  
Major League Baseball  
245 Park Avenue  
New York, New York 10167

Re: Conflicts of Interest

Dear Dan:

This letter will confirm our agreement that, subject to the approval of our Executive Board, the Major League Baseball Players Association will amend its Regulations Governing Player Agents (the “Regulations”) to state that a certified Player Agent who has accepted a position in senior management of a Major League Club or the Office of the Commissioner shall be prohibited from maintaining a direct or indirect financial interest in an agency while he or she is employed by the Club or by the Commissioner’s Office.

The MLBPA will provide the Office of the Commissioner with notice of this revision once it is ratified by our Executive Board, along with a complete copy of the revised Regulations.

For purposes of clarity, the enforcement of the Regulations will remain the responsibility of the Players Association and all disputes arising under the Regulations will be resolved under the neutral arbitration process provided for in the Regulations.

Nothing contained in this agreement shall be construed as a waiver by the Association of its position that it is solely responsible for the interpretation, administration and enforcement of the Regulations.

Very truly yours,

David M. Prouty  
General Counsel  
Major League Baseball  
Players Association

ATTACHMENT 49

Rick Shapiro, Esq.  
Senior Advisor  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, NY 10017

Re: Use of Media

Dear Rick:

This letter is to confirm our agreement regarding certain prohibited conduct by the Office of the Commissioner, the Players Association, Clubs, players, and player representatives (collectively, the “Covered Parties”) with respect to public comments about free agents, which is as follows:

- (1) The Covered Parties may not (i) disclose to the media the substance of contract discussions between a player and a Club (including but not limited to the facts of offers, the substance of offers, or decisions not to make offers or to withdraw offers) until after terms on the contract have been confirmed by the Office of the Commissioner and the Players Association; or (ii) announce an agreement on a contract that is contingent on the player passing a Club-administered physical examination until after the player has passed that physical examination.
- (2) Similarly, none of the Covered Parties may make comments to the media about the value of an unsigned free agent, or about possible or contemplated terms for an unsigned free agent, regardless of whether discussions have occurred. The prohibitions apply equally to comments that are on and off the record, as well as to comments that are provided on the condition of anonymity or published without identifying the source (e.g., “an industry source”).

The following is a non-exhaustive list of prohibited comments:

- “Player X won’t receive anything longer than a one-year deal.”
- “Player X is seeking more than Player Y received.”
- “We are out on Player X.”

- “Player X is worth at least \$Y million.”
  - “Player X has contract offers from multiple Clubs.”
  - “We are unwilling to forfeit a draft selection to sign Player X.”
  - “We have concerns about Player X’s physical condition.”
  - “Player X is not worth more than \$Y million, nor should he receive a contract greater than Z years.”
- (3) Notwithstanding the prohibition in paragraphs 1 and 2 above, a player (or a representative of a player) or a Club may respond to a Media Report of the existence or terms of a Contract Offer, but only as described below. For purposes of this provision, a “Media Report” is either a published report or a pre-publication inquiry from a media member to verify accuracy. For these purposes, a report of a “Contract Offer” is a report of the existence and/or terms of a contract offer purportedly made by or to a Club. In response to a Media Report of a Contract Offer, a player (or a representative of a player) or a Club may offer one of the following responses:
- (a) state that the player or Club declines to comment about any negotiations between the player and the Club;
  - (b) confirm or deny that the player and Club are engaged in discussions, but (if discussions are ongoing) decline to comment about the substance of those negotiations;
  - (c) confirm or deny that an offer has been made, but (if confirming) state that the details provided in the story or in the inquiry are not accurate; or
  - (d) confirm that the offer has been made and that the details are accurate.

In providing the above responses, a Club or player (or representative of a player) may not volunteer any information regarding the Contract Offer. In addition, after providing one of the responses set forth above, a Club or player (or representative of a player) may not respond to follow up questions from the reporter regarding the Contract Offer or variance thereof other than by answering “no comment.”

- (4) A violation of this agreement will be established only if the grieving party identifies the specific individual at the Club, Commissioner's Office, Players Association, or the specific player agent or player who was the source of the comment.
- (5) Each party shall send memos during the Quiet Period to its constituents on an annual basis explaining the media guidelines set forth above. Each party shall share its memo with the other.
- (6) The Office of the Commissioner or the Players Association shall promptly investigate an alleged violation of this agreement upon receipt of a written complaint from the other bargaining party.
- (7) Violations of the restrictions set forth in paragraphs 1 and 2 above are a violation of Article XX(E)(1), but the penalties provided for in Article XX(E)(2)-(9) shall not apply to such violations. Rather, the Panel may award appropriate relief to remedy the violation based on Panel precedent regarding relief in non-Article XX(E) cases.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 50

Daniel R. Halem, Esquire  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner  
245 Park Avenue  
New York, New York 10167

Re: Rookie Hazings, Pranks and Clubhouse Rituals

Dear Dan:

I write to confirm our agreement concerning the Office of the Commissioner's adoption of a policy addressing rookie "hazing" or "initiations" or other clubhouse rituals involving Players (the "Policy").

1. The Players Association will not challenge in any forum the Office of the Commissioner's implementation of the Policy, or the facial validity of its prohibitions.
2. No Club may maintain its own policies regarding the subjects covered by the Policy. Nothing in this agreement is intended to restrict certain rituals for rookies or players new to the Club that do not otherwise violate the Policy.
3. A Player may be disciplined by either the Commissioner or his Club for a violation of the Policy, but not by both for the same conduct. All discipline under the Policy by a Club or the Commissioner must be for just cause in accordance with Article XII of the Basic Agreement. In any grievance involving the discipline of a Player for an alleged violation of the Policy, the Association agrees it will not challenge the reasonableness of the applicable aspect(s) of the Policy involved, but reserves all of its other defenses in any such grievance, including the right to assert that the amount of discipline imposed is not supported by just cause.
4. This agreement supplements and/or clarifies the "Workplace Code of Conduct: Harassment & Discrimination," which prohibits, among other things, "bullying" and/or "[d]emeaning comments about someone's race, gender, color, religion, national origin, or sexual orientation, including offensive names or phrases, or jokes about someone's conformity with gender norms."

5. This agreement shall not be used by either party as precedent or in support of its position in any proceeding or dispute other than a proceeding involving an alleged violation of its terms. Moreover, this agreement and the Policy itself (including the definitions therein) shall not be cited and shall have no consequence in any negotiation or business transaction involving the Parties.

Very truly yours,

David M. Prouty  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

**2017–2021 International Play Plan, Rate Card and Funding**

1. **International Play Plan.** The Parties have agreed to the following schedule of International Play events (the “Play Plan”), each of which may consist of a one-, two-, or three-game series (each series an “International Play Event” or “Event”), during the term of the 2017–2021 Basic Agreement:

	2017	2018	2019	2020	2021
<b>Spring Training</b>	WBC	Mexico (2)	Mexico PR/DR	Mexico	
<b>Opening Day</b>		Asia	Japan	Asia	
<b>April</b>		Mexico	Mexico	Mexico	Mexico
<b>May</b>		PR/DR	Mexico	PR/DR	Mexico
<b>June</b>			UK	UK	
<b>Post-season</b>	Asia or Mexico	Japan	Asia or Mexico	Japan	

Events earmarked for “Asia” in the above Play Plan may be played in Japan but not in Australia. Further, multiple Events in the same year in a given market may be played on back-to-back weekends or otherwise in calendar succession, provided the proposed dates correspond to the timing contemplated in the above.

2. **International Play Event Rate Cards.** The Parties have agreed on the following compensation for Players and non-Players participating in International Play Events during the course of the 2017–2021 Basic Agreement.

*Player Per-Event Rate Card*

	Mexico/PR/DR	UK	Asia (Non-Japan)	Japan
<b>Spring Training Exhibition</b>	\$5,000	N/A	N/A	N/A
<b>Championship Season (Including Opening)</b>	\$15,000	\$60,000	\$60,000	\$60,000
<b>Off-season All-Star</b>	\$25,000	N/A	\$50,000	\$100,000

Note: All monies payable to Players shall be delivered directly to the Players by the Association.

Non-Player Per-Event Rate Card

	Mexico/PR/DR	UK	Asia (Non-Japan)	Japan
Spring Training Exhibition	\$20,000	N/A	N/A	N/A
Championship Season (Including Opening)	\$40,000	\$100,000	\$100,000	\$100,000
Off-season All-Star	N/A	N/A	N/A	N/A

Note that the above amounts reflect lump sums to be allocated by the participating Club among its participating/traveling non-player, non-executive personnel (e.g., managers, coaches, trainers, and Clubhouse staff). Non-Player personnel who are eligible to receive compensation from the above-listed lump sum amount are prohibited from soliciting contributions or consideration (in any form) from Players. Notwithstanding the preceding sentence, Club employees who traditionally receive tips from Players for services during the championship season may continue to accept (but not request or solicit) tips, provided that the amounts of such tips are commensurate with the tip amounts such Club employees traditionally receive for similar services during the championship season. Violation of this non-solicitation rule shall result, at a minimum, in forfeiture of the non-Player personnel compensation for the eligible individual(s) who violate the rule. Any additional discipline, up to and including the loss of compensation for all eligible non-Player personnel, shall be subject to the determination of the Parties. The Office of the Commissioner shall be responsible for reminding Clubs of the non-solicitation rule, and the potential consequences for violating it, in writing in advance of each Event.

**3. International Play Bank Account.**

The Parties shall establish a joint International Play Bank Account (“Account”) to fund the costs of International Play Events. All expenses related to International Play Events shall be paid for from the Account, including replacement costs paid to Clubs (see Article XXV(D)(5)) and compensation paid to Players and non-Player personnel (see above). Any and all revenue generated from International Play Events (e.g., promoter revenue, sponsorship, licensing proceeds, revenue from any separate sale of Event-specific broadcasting rights) shall be deposited into the International Play Bank Account to be used to cover the costs of the Play Plan.



The Account shall be kept separate from operating accounts at the Office of the Commissioner and the Players Association, and shall be reviewable by designated financial officials from both Parties.

The Parties will earmark \$40 million from the International Tax Fund to cover the expenses of the Play Plan for the term of the 2017–2021 Basic Agreement. By January 1, 2017, the Parties will transfer to the Account an amount necessary to cover the initial projected expenses of the 2017 and 2018 Events. Beginning in the 2018–2019 offseason, and continuing every offseason thereafter during the term of the Basic Agreement (or on a more frequent basis if the balance in the Account is insufficient to cover anticipated costs associated with upcoming Events), the Parties will confer regarding what portion, if any, of the remaining \$40 million earmarked for expenses associated with the Play Plan to transfer from the International Tax Fund to the Account, based on the actual and projected costs of the completed, planned, and anticipated International Play Events.

Event budgets shall be approved in advance and in writing by both Parties. Once an Event budget has been approved by both sides, the Office of the Commissioner must obtain Association approval for a specific debit or payment only if it materially exceeds the amount allotted for that expense (or category of expenses) in the approved budget.

If, during the term of the Basic Agreement, the Account has insufficient funds to cover all of the projected costs associated with the scheduled Events in the Play Plan and the entire \$40 million earmarked for such expenses has already been transferred from the International Tax Fund, the Parties will transfer additional joint money into the Account so that neither party suffers a financial loss as a result of completion of the Play Plan.

The Parties agree that any remaining balance in the Account after completion of the Play Plan will be jointly-controlled funds.

**Joint Domestic Violence,  
Sexual Assault and Child Abuse Policy**

Major League Baseball and the Major League Baseball Players Association (herein “the Parties”) desire to formulate a Domestic Violence, Sexual Assault, and Child Abuse Policy and Program that:

- takes an absolute stand against domestic violence, sexual assault and child abuse;
- protects the legal and procedural rights of Players;
- provides assistance to victims and families, especially information and referrals to available resources;
- recognizes that Players may also be the victims in intimate relationships;
- focuses on education and prevention, including training on this policy;
- utilizes the most effective methods and resources for therapeutic intervention for abusers and those abused; and
- allows for therapeutic programs for Players and for the imposition of appropriate discipline on Players.

**I. Definitions.**

*Domestic violence* is a pattern of abusive behavior in any intimate relationship that is used by one partner to gain or maintain power and control over another intimate partner. It occurs in heterosexual and same sex relationships and impacts individuals from all economic, educational, cultural, age, gender, racial, and religious demographics. Domestic violence includes, but is not limited to, physical or sexual violence, emotional and/or psychological intimidation, verbal violence, stalking, economic control, harassment, physical intimidation, or injury. Notwithstanding this definition, a single incident of abusive behavior in any intimate relationship, or a single incident of abusive behavior involving a female member of a Player’s family who is domiciled with him, may subject a Player to discipline under this Policy.

***Sexual assault*** refers to a range of behaviors, including a completed nonconsensual sex act, an attempted nonconsensual sex act, and/or nonconsensual sexual contact. Lack of consent is inferred when a person uses force, harassment, threat of force, threat of adverse personnel or disciplinary action, or other coercion, or when the victim is asleep, incapacitated, unconscious or legally incapable of consent.

***Child abuse*** is any act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation of a child who is under the age of 18 or not an emancipated minor, or any act or failure to act which presents an imminent risk of such harm to such a child.

This policy covers acts of child abuse, domestic violence and sexual assault (“Covered Acts”) as defined above.

## **II. Investigation of Incidents.**

- A. Process.** The procedures set forth in this Policy shall be triggered when the Commissioner’s Office provides the Players Association with written notification that it is investigating an allegation that a Player has engaged in a Covered Act (“Notification”). Unless otherwise expressly stated, the Basic Agreement remains in effect and its relevant provisions apply under this Policy.
- B. Administrative Leave.** Under the Basic Agreement, the Commissioner may immediately place a Player accused of a Covered Act on Administrative Leave, effective as early as the date of the Notification, and may keep the Player on Administrative Leave for up to seven (7) days, including the date of Notification, subject to the Player’s right to challenge that decision set forth below. The Commissioner’s Office may ask the Players Association to consent to a one-time extension of the initial seven-day Administrative Leave period for an additional seven (7) days (for a total of fourteen (14) days), which consent shall not be unreasonably withheld. Alternatively, the Commissioner’s Office may defer placing the Player on Administrative Leave until the Player is either charged with a crime by law enforcement, or the Commissioner’s Office receives credible information corroborat-

ing the allegations. The Commissioner's placement of a Player on Administrative Leave shall not be considered disciplinary under this Policy.

**1. Challenge to Administrative Leave Placement.**

Although Administrative Leave under paragraph B above is not disciplinary, a Player placed on such leave may request an in-person or telephonic hearing before the Grievance Arbitration Panel (the "Arbitration Panel") within 24 hours of such request to seek reinstatement to the active roster while the Commissioner's Office investigates the allegations. The Arbitration Panel shall issue a ruling on such reinstatement request within 24 hours of the close of the hearing. If the Arbitrator is not available in that time frame, the request shall be heard by an alternate Arbitrator selected by the Parties pursuant to Article XI(A)(10) of the Basic Agreement. The Arbitration Panel shall remove the Player from Administrative Leave if it determines that (a) the allegations that the Player engaged in a Covered Act are not supported by credible information, or (b) that allowing the Player to remain active during the Commissioner's Office's investigation is consistent with the safety of the victim(s) and will not cause significant disruption to the Player's Club.

**2. Player Status on Administrative Leave.** While on Administrative Leave, a Player shall continue to receive the salary and Major League service to which he otherwise would be entitled but for his placement on Administrative Leave. A Player placed on Administrative Leave shall be placed on the Major League Restricted List for purposes of the Club's Reserve List limits. A Player on Administrative Leave shall be ineligible to participate in any of his Club's games, including Major League Spring Training games where tickets are sold; however, a Player on Administrative Leave during Spring Training shall be allowed to participate in Spring Training "B" games where no tickets are sold. At the request of the Club and with the consent of the Commissioner's Office, which shall not be unreasonably withheld, the Player may participate in non-public practices or workouts, or at the

Club's Spring Training facility, where all Basic Agreement provisions regarding rehabilitation work will apply.

- 3. Evaluation.** During the period of Administrative Leave (including any extension thereof), or within seven (7) days of an off-season incident, the Commissioner may refer a Player to be evaluated by the Joint Policy Board pursuant to Section IV below. The Commissioner may also require a Player to be evaluated by the Joint Policy Board as a condition of deferral of Administrative Leave.
- 4. Family Outreach.** Immediately following Notification, the Joint Policy Board, pursuant to internal procedures that it will adopt, will refer affected persons to intervention services under Section IV.D., including the MLB Player, Partner and Family Helpline established under Section VIII below.
- 5. Investigation.** Under the Basic Agreement, the Commissioner's Office may conduct an investigation of the Player's alleged conduct during the period of Administrative Leave. The investigation, including the rights of the Player and the Parties, is governed by the relevant provisions of the 2017–2021 Basic Agreement. Subject to the Player's rights under the Basic Agreement and the "Domestic Violence Investigations" letter agreement attached hereto as Addendum A, the Player and the Players Association shall cooperate with the investigation, including making the Player available for an investigatory interview during his period of Administrative Leave.
- 6. Conference.** Prior to the conclusion of the period of Administrative Leave, the Parties shall meet to discuss the matter. The Parties' discussion shall be considered confidential and not admissible in any Grievance challenging discipline that may be imposed on the Player.
- 7. Timing of Potential Discipline.** Upon the conclusion of the initial period of Administrative Leave (including any extension thereof), if any, the Commissioner may reinstate the Player from the Restricted List and return him from Administrative Leave, may impose immediate

discipline on the Player, may request that the Players Association further extend the period of Administrative Leave, may defer a disciplinary determination until a later date, or may impose a paid suspension pending resolution of legal proceedings as described in Section III.C.2 below.

- a. Immediate Discipline.** If the Commissioner elects to discipline the Player upon the conclusion of the Administrative Leave, the Commissioner's Office shall notify the Player and the Players Association in writing, by no later than 6 P.M. Eastern Time on the last day of the Player's Administrative Leave, of the discipline that the Commissioner is imposing. The discipline shall become effective immediately, and shall be governed by Section III below.
- b. Extension of Administrative Leave.** The Commissioner's Office may request that the initial period of Administrative Leave (including any extension thereof) be extended in order for it to complete its investigation. The Players Association shall consider such a request in good faith. If any extension is agreed upon, the deadlines and procedures described in this Section likewise will be extended, and the Player's status shall remain the same during the remainder of the extended Administrative Leave, unless otherwise agreed to by the Parties.
- c. Deferral of Discipline.** The Commissioner may decide to defer discipline of a Player pending resolution of a criminal or civil matter arising out of the conduct, or in order to complete its investigation. The Player and the Players Association shall be notified in writing, by no later than 6 P.M. Eastern Time of the last day of the Player's Administrative Leave, of the Commissioner's decision to defer discipline. The Player shall be removed from the Restricted List on the following day. The decision of the Commissioner to defer discipline shall not be evidence in any Grievance challenging discipline that the Commis-

sioner may ultimately impose. All time limitations under the Basic Agreement for either imposing discipline or filing a Grievance shall be stayed if the Commissioner determines to defer disciplinary action.

- d. Paid Suspension Pending Resolution of Legal Proceedings.** The Commissioner may impose a paid suspension on the Player pending resolution of legal proceedings as described in Section III.C.2 below. In addition, the paid suspension may be converted to an unpaid disciplinary suspension when the legal proceedings are completed under Section III.C.2 below or if the Commissioner determines that he has just cause to impose an unpaid disciplinary suspension.

### **III. Discipline.**

- A. Commissioner Discipline.** The Commissioner may discipline a Player who commits a Covered Act for just cause. In addition, a Player's failure to comply with his Treatment Plan adopted pursuant to Section IV below may be an independent violation of this Policy. A Player's failure to comply with his Treatment Plan will be determined by the Joint Policy Board under Section IV.F below.

- B. Club Discipline.**

- 1.** Initial authority to discipline Players for events that include violations of this Policy (including all aspects of the incident from which the alleged violation arose) shall repose with the Commissioner's Office. The Commissioner's Office will retain authority to discipline Players under this Policy until it provides the Players Association and the Player with notice that it is transferring such authority to the Club. Such a transfer may occur at any time before the completion of the Commissioner's Office investigation, but no later than that date. If the Commissioner's Office does not transfer its authority, no Club may take any disciplinary or adverse

action against a Player arising from an incident involving a Covered Act; except that nothing in this section is intended to address whether (i) a Club may take adverse action in response to a Player's failure to render his services due to a disability resulting directly from a physical injury or mental condition arising from his violation of the Policy, or (ii) a Club may withhold salary from a Player for any period he is unavailable because of legal proceedings or incarceration arising from his violation of the Policy. If the Commissioner's Office notifies a Club, the Player and the Players Association that the Commissioner's Office will not impose discipline, a Club may discipline a Player who commits a Covered Act for just cause, regardless of whether the Commissioner's Office had previously placed the player on Administrative Leave pursuant to this policy or conducted an investigation. A decision by the Commissioner to defer his disciplinary decision pursuant to Section II.B(7)(c) shall not trigger a Club's right to discipline in an absence of a notification to the Club, the Player and the Players Association that the Commissioner will not impose discipline. The fact that a Club rather than the Commissioner imposed discipline on a Player shall not be relied on by a Player in challenging whether the discipline was supported by just cause.

2. If a Club attempts to take disciplinary action against a Player in violation of Section III.B.1, the Players Association may seek emergency relief from the Arbitration Panel, which may enjoin that disciplinary action if it determines that the Player has a substantial likelihood of demonstrating such a violation of Section III.B.1.

**C. Just Cause.** This Policy arises in part from the increased recognition and understanding of the seriousness and harm resulting from Domestic Violence, Sexual Assault and Child Abuse. As a result, precedent and past practice under the Basic Agreement regarding the discipline of Players for Covered Acts are not relevant in assessing discipline under this Policy. The Arbitration Panel may consider precedent from past cases not involving Covered Acts. In evaluating



the just cause of the level of discipline imposed under the Policy, the Arbitration Panel may consider aggravating and mitigating factors where relevant and appropriate.

**1. Forms of Discipline.**

The discipline imposed by the Commissioner or a Club may include any discipline authorized by the Basic Agreement or the Uniform Player's Contract.

**2. Paid Suspension Pending Resolution of Criminal Matter.**

- a. In certain cases, the Commissioner may decide that he is not in a position to impose discipline until the resolution of a criminal or legal proceeding, but that allowing the Player to play during the pendency of the criminal or legal proceeding would result in substantial and irreparable harm to either the Club or Major League Baseball. In such exceptional cases, the Commissioner may suspend the Player with pay pending resolution of the criminal or legal proceeding (or until the Commissioner determines that he has just cause to impose an unpaid, disciplinary suspension).
- b. If the Commissioner ultimately imposes such discipline on the Player, and such discipline is upheld by the Arbitration Panel, the Player may elect to be credited with "time served" for the period in which he was suspended with pay; if he does so, he shall be required to serve any remaining period of his unpaid suspension. Any salary that the Player was paid by his Club during his suspension must be repaid by the Player if the suspension is converted to an unpaid disciplinary suspension. The Commissioner's Office and Players Association shall agree on a written payment schedule, in the form of an order issued by the Arbitration Panel, which will result in the full repayment of the money owed by the Player to his Club.

- c. The Arbitration Panel shall have jurisdiction to review a challenge by a Player or the Players Association of a paid suspension pending resolution of a criminal matter against the standard of prior arbitral precedent.

**D. Procedures for Challenging Discipline Imposed by the Commissioner.**

1. **Arbitration Panel Review.** The Arbitration Panel shall have jurisdiction to review a challenge by a Player or the Players Association of any discipline imposed under the Policy, except as otherwise limited herein. As already noted, the procedures for challenging discipline set forth in the Basic Agreement apply except as otherwise stated herein.
2. **Conduct of Arbitration.** The Players Association and the Player will be represented during the Grievance Procedure and arbitration proceedings only by in-house counsel of the Players Association and/or by outside counsel appointed by the Player Association. The Commissioner's Office will be represented only by in-house counsel of the Commissioner's Office and/or by outside counsel appointed by the Commissioner's Office.
3. **Discovery.** After the Commissioner's Office imposes discipline on a Player under this Policy, the Player and the Commissioner's Office are required to provide each other with all documents obtained from governmental entities that relate to the matter at issue unless such disclosure is prohibited by applicable law or court or other governmental order. The Parties' discovery obligations are otherwise as set forth in the current Basic Agreement.
4. **Burden of Proof.** In any case involving discipline imposed under this Policy, the Commissioner's Office shall have the burden of proving that the Player committed a Covered Act:
  - a. A criminal conviction for an offense involving a Covered Act or a plea of guilty, no contest or *nolo*

*contendere*, to an offense involving a Covered Act, whether a misdemeanor or felony, shall satisfy the Commissioner's Office's burden of proving a violation. In cases involving a criminal conviction or a plea of guilty, no contest or *nolo contendere*, the burden shall be on the Player to establish that notwithstanding the conviction or plea, the Player did not engage in a Covered Act.

- b. A Player may be subjected to disciplinary action for just cause by the Commissioner for a violation of this Policy in the absence of a conviction or a plea of guilty to a crime involving a Covered Act.

## **5. Suspensions.**

- a. Unless otherwise provided herein, all suspensions under this Policy shall be without pay, and the Player will be placed on the Restricted List and will not accrue Major League service. A Player suspended during the offseason under this Policy will be placed on the Restricted List immediately upon public announcement.
- b. At the request of the Club and with the consent of the Commissioner's Office, which shall not be unreasonably withheld, the Player may participate in non-public practices or workouts, or at the Club's Spring Training facility, where all Basic Agreement provisions regarding rehabilitation work will apply.
- c. During the term of his suspension, a Player may consent to an assignment to a Minor League affiliate of his Club for a duration not to exceed six (6) days for a Player suspended for a period that encompasses between ten (10) and twenty (20) games; ten (10) days for a Player suspended for a period that encompasses between twenty-one (21) and thirty (30) games; twelve (12) days for a Player suspended for a period that encompasses between thirty-one (31) and fifty (50) games; and fifteen (15) days for a Player suspended for a period that encompasses

fifty-one (51) games or more. The Player will receive neither pay nor Major League service and will remain on the Restricted List during such an assignment; however, the Player will be treated as if he were a Major League Player on the road for purposes of hotel accommodations and daily meal and tip allowances.

- d. A Player who is suspended while in the Minor Leagues who is then selected to or otherwise placed on the 40-Man Roster before such suspension is complete shall continue his suspension at the Major League level.

#### **IV. Treatment and Intervention.**

- A. **Joint Policy Board.** The Parties shall establish a treatment board (herein “Joint Policy Board”). The Joint Policy Board shall be responsible for evaluating, and where treatment is appropriate, supervising the treatment of Players who have committed or are alleged to have committed Covered Acts. It may also provide evaluation and treatment to Players who voluntarily request the Board’s assistance.
- B. **Composition of Joint Policy Board.** The Treatment Board shall be composed of two representatives from each of the Parties (“Party Representatives) and three experts in the field of Domestic Violence, Sexual Assault and/or Child Abuse who are jointly chosen by the Parties (“Expert Representatives”), one of whom shall serve in rotation in each instance where Notification is given by the Commissioner’s Office to the Players Association under Section II.A above. Thus, five members of the Joint Policy Board (four Party representatives and one Expert Representative) shall constitute the Joint Policy Board in each instance where Notification is given. The Expert Representatives shall all serve one-year terms, renewable by agreement of the Parties.
- C. **Referral to Joint Policy Board.** A Player will be referred to the Joint Policy Board when the Commissioner’s Office provides the Notification referenced in Section II.A above.

The Player will submit to an initial evaluation conducted by one of the Expert Representatives (“Initial Evaluation”) or by another expert unanimously designated by the Board. The Expert Representative or the other expert shall share with the Joint Policy Board his or her recommendations for a Treatment Plan (if any), but shall not provide to the Joint Policy Board any other documents that relate to the Initial Evaluation.

- D. Treatment Plan.** After the Initial Evaluation is conducted, and consultations with the other Expert Representatives of the Joint Policy Board and, if appropriate, outside experts and/or the Player’s spouse or partner occur, the Expert Representative on the Board who conducted the Initial Evaluation shall develop a Treatment Plan for the Player if he or she recommends such a Plan. The Joint Policy Board shall approve, by majority vote, that Treatment Plan or return it to the Expert Representative to reconsider and resubmit. Once the Treatment Plan is approved, the Expert Representative involved shall be responsible for providing a copy of the Treatment Plan to the Player. The Expert Representative shall also assume responsibility for overseeing the Player’s compliance with the Treatment Plan, including identifying appropriate health care professionals in the Player’s home city to provide counseling and intervention. The health care professionals treating the Player must provide the Expert Representative, at a frequency identified in the Treatment Plan, with regular, standardized written status reports that detail the Player’s progress and compliance with the Treatment Plan.
- E. Treatment Plan Content.** The Plan prescribed by the Joint Policy Board for the Player may include the following non-exhaustive list of prescribed and/or prohibited actions by a Player:
1. Submission to psychological and other evaluations (including but not limited to those assessing domestic violence, child abuse, sexual assault and drug and/or alcohol testing if separately directed or required under the Joint Drug Agreement) as deemed necessary;

2. Attendance at prescribed counseling and other therapeutic sessions;
3. Participation in educational training specific to understanding the effects of abuse on victims and their families, including children, and the components of healthy relationships and healthy confrontation;
4. Compliance with relevant court orders and/or agreements between the Player and alleged victim, including but not limited to support;
5. Relocation from a shared home temporarily or indefinitely;
6. Acceptance of limits on the contact methods, frequency, and subject matter with partner/spouse/children, and designated others;
7. Relinquishment of all weapons and agreement not to secure more;
8. Compliance with any other reasonable direction designed to promote safety for the partner/spouse, children, Player, and any other person at risk; or
9. Any other relief designed to promote safety and further the objectives of this Policy.

**F. Treatment Plan Non-Compliance.**

1. The Commissioner may discipline a Player who commits a Covered Act (whether or not the same person was involved in the initial complaint), including a Player in a Treatment Plan under this Policy.
2. Except as provided in Section F.1 above, a majority vote of the Joint Policy Board will determine whether the Player has violated his Treatment Plan. If the Player has done so, he will be subject to discipline for just cause solely by the Commissioner pursuant to Section III above. Before making its determination, the Player or his representative may provide information to the Joint Policy

Board in the Player's defense. The Joint Policy Board will make its determination whether a Player has failed to cooperate with an Initial Evaluation, or comply with a Treatment Plan, by applying the following criteria:

- a. A Player who refuses to submit to an Initial Evaluation, including any follow-up meetings or tests requested by the Expert Representative, will be deemed to have violated his Treatment Plan.
- b. A Player who consistently fails to participate in mandatory sessions with his assigned health care professional will be deemed to have failed to comply with his Treatment Plan.
- c. Absent a compelling justification, a Player will be presumed to have failed to comply with his Treatment Plan if his assigned health care professional informs the Treatment Board in a status report that the Player is not cooperating with the requirements of his Treatment Plan.

**G. Treatment Plan Modification.** The Joint Policy Board may periodically revise a Player's Treatment Plan or extend its end date on its own initiative, or on the recommendation of the Player's assigned health care professionals.

**H. Communication.** The Joint Policy Board shall make available a general partner/spouse and family information and referral package when a Plan is implemented for a Player. The Player's Treatment Plan will not be shared with the partner/spouse absent agreement of the Player. With the exception of any statements or press releases made by the Office of the Commissioner pursuant to Section IX below, all information related to a Player's involvement with the Joint Policy Board shall be kept completely confidential.

**V. Return to Active Status.** All returns to active status for a Player from a suspension that is upheld (or not challenged) are subject to a certification of fitness from his assigned health care

professional and an agreement by the Player to adhere going forward to any Plan prescribed by the Joint Policy Board.

**VI. Confidentiality.** The confidentiality of Player information is essential to the success of this Policy. To ensure that confidentiality is protected, the Parties agree to the following confidentiality provisions:

- A. Definition.** All information related to, arising from or considered in connection with the evaluation, counseling and treatment of a Player by the Joint Policy Board, and all information obtained by the Commissioner's Office through its investigation of an alleged Covered Act, is confidential, provided that this definition excludes information that has previously been made public or is made public by a source other than the Player, the Players Association or the Commissioner's Office.
- B. Prohibition on Disclosure.** The Commissioner's Office, the Players Association, the Clubs, the Joint Policy Board and any third parties who are consulted under this Policy are prohibited from disclosing confidential information that they already possess as defined above, except (i) in connection with or in anticipation of a grievance or potential grievance involving discipline or potential discipline under this Policy; (ii) to inform the Player's Club of the Player's treatment under the Policy; (iii) where necessary to effectively administer a Player's treatment under the Policy; or (iv) where disclosure is required by law, including court order, and is not subject to any claim of privilege. If the Commissioner's Office or the Joint Policy Board or any of their agents receive a subpoena or other legal process seeking confidential information, the Commissioner's Office will notify the Players Association and give it an opportunity to intervene and oppose disclosure of the confidential information. Each Party is responsible for ensuring that the individuals to whom they disclose confidential information under this Policy maintain the confidentiality of the information, and each Party will be deemed responsible for any unauthorized disclosures by persons to whom they provide confidential information.



- C. Public Disclosure of Discipline.** The Commissioner's Office may issue a statement announcing (i) the discipline of a Player under this Policy, including the length of any suspension, (ii) that a Player has been placed on administrative leave pending an investigation under the Policy, or (iii) that the Commissioner's Office has stayed its investigation of an alleged incident under this Policy pending resolution of a criminal matter. The Commissioner's Office will not otherwise make announcements related to Covered Acts or alleged Covered Acts under this Policy. Notwithstanding the foregoing, if a Player, the Players Association or the Player's representative makes statements challenging the discipline or denying the alleged conduct, the Commissioner's Office may make a statement in response to such comments. The Player's Club may issue a public statement in response to the announcement of a Player's discipline under this Policy, provided that a draft of the statement is sent to the Players Association at least sixty (60) minutes prior to its issuance, and the Club considers in good faith any comments provided by the Players Association. If allegations related to a Player's alleged violation of the Policy become public through a source other than the Commissioner's Office, a Club or their respective agents, the Commissioner's Office may issue a public statement that it is conducting an investigation of the allegations, and the Players Association may issue a public statement that it is monitoring the situation. Neither party shall disclose any confidential information.
- D. Enforcement.** Either the Commissioner's Office of the Players Association may file a grievance under Article XI of the Basic Agreement if the other Party violates the Confidentiality provisions of this Policy. The Party bringing the grievance has the burden of proof with respect to establishing the violation. Media reports that do not identify a source of confidential information do not establish a violation of the Confidentiality provisions of this Policy without additional evidence.

## **VII. Training, Education and Community Outreach.**

- A. Training/Education Committee.** The Parties shall form a joint Domestic Violence, Sexual Assault and Child Abuse Policy Committee (“Policy Committee”) that will be comprised of three representatives of the Players Association, three representatives of the Commissioner’s Office, and an outside non-voting Domestic Violence, Child Abuse and/or Sexual Assault specialist who shall be selected jointly by the Parties.
- B. Training/Education Programs.** The Policy Committee shall determine appropriate education and training programs for Players and their families. All aspects of the training and education program, including the frequency and content of training and the selection of the training staff, shall be determined jointly by the Parties through the Policy Committee. All training and education shall be presented in English and Spanish, and any statements made by Players in such training or education sessions shall be kept strictly confidential by the individuals conducting the training.
- C. Community Outreach.** The Policy Committee will develop an annual program of public outreach on the topic of domestic violence and other crimes against women. The program may include donations to local and national organizations, public service announcements featuring Players, domestic violence awareness days at ballparks, domestic violence informational fairs, websites, pamphlets and an educational presence at Major League ballparks, Spring Training sites, fanfests, and jewel events such as the All-Star Game and post-season series.

## **VIII. Resources for Players and Their Families.**

- A. Confidential Assistance Program.** The Parties shall contract with a mutually-agreed upon domestic violence services provider to offer support services to Players, Players’ families, and victims on a confidential basis. The vendor shall maintain a 24-hour helpline (both in English and Spanish), staffed by Masters-level or highly experienced counselors with the capacity to refer callers to a

health care professional in their local area with expertise in domestic violence and family counseling. With the exception of general usage statistics, the Parties shall not be provided with any confidential information regarding usage of the service by Players or their families.

- B. Family Resources.** The Parties, through the Policy Committee, shall develop a plan for the publication of referral information, websites, and resources (including hotlines, shelters and outreach facilities) for spouses, partners and families of Players in every Major League city, Spring Training site and in the home countries of all Players.

#### **IX. Funding.**

All programs pursuant to this Policy shall be jointly funded through either the Industry Growth Fund or the International Tax Fund.

#### **X. Comparable Programs for MLB, Club, and PA Personnel.**

The Parties agree that Major League Baseball, its affiliated businesses, every Club and the Players Association shall institute Domestic Violence, Sexual Assault and Child Abuse Policies that are comparable both in terms of scope and discipline for their respective employees, managers, executives, and owners. The cost of implementing and administering these comparable policies will be the responsibility of the individual organization.

Effective December 1, 2016.

ADDENDUM A

Daniel R. Halem, Esquire  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner  
245 Park Avenue  
New York, New York 10167

Re: Domestic Violence Investigations

Dear Dan:

This letter will confirm our agreement regarding certain conduct aimed at alleged victims and witnesses (“Covered Individuals”) who are identified in the course of an investigation conducted under the parties’ Joint Domestic Violence, Sexual Assault and Child Abuse Policy (the “Policy”).

Effective the date of this agreement, it shall be deemed a failure to cooperate under Section II.B.5 of the Policy for any Player (or any individual acting on the Player’s behalf) to directly or indirectly engage in conduct which is aimed at, or has the effect of, intimidating or tampering with a Covered Individual, or of discouraging or preventing the cooperation of a Covered Individual, during an investigation conducted pursuant to the Policy. In addition, it shall be deemed a failure to cooperate under Section II.B.5 of the Policy if a Player enters into a settlement agreement or other agreement with a Covered Individual that, because of a confidentiality or other non-disclosure provision in that agreement, prevents the Covered Individual or the Player from cooperating with an investigation, including the disclosure of documents, testimony, or other information concerning an alleged Covered Act. However, it shall not be deemed a failure to cooperate under the Policy if a Covered Individual’s decision not to cooperate with a Commissioner’s Office investigation is reached of his or her own volition.

A Player’s failure to cooperate as described in this letter shall serve as an independent basis for just cause discipline (subject to challenge through the Grievance procedure), separate and apart from any discipline the Player may receive as a result of committing a Covered Act under the Policy.

This agreement is without prejudice to either party's position regarding (i) whether the conduct described above, if it occurred prior to the date of this agreement, would constitute a violation of the Policy and/or the Basic Agreement as they were in effect on the date of the alleged conduct; (ii) what other conduct, if any, would constitute a failure to cooperate under Section II.B.5 of the Policy; or (iii) the proper interpretation of any other provision of the Policy or the Basic Agreement.

Very truly yours,

David M. Prouty  
General Counsel  
Major League Baseball  
Players Association

ATTACHMENT 53

Rick Shapiro  
Senior Advisor  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Mobile Devices

The purpose of this letter is to memorialize the following agreements regarding use of handheld mobile devices (e.g., iPads, smartphones, etc.) in games during the term of the 2017–21 Basic Agreement, including by Players and non-playing staff:

1. The Office of the Commissioner may make mobile devices available in the dugout for coaching and scouting purposes during Spring Training, the championship season, the All-Star Game, and/or the post-season.
2. To the extent the Office of the Commissioner permits Club-issued mobile devices in the dugout, such devices must be used solely to capture image and video content of the game on the field, of the dugout or the fans in the stands (“Content”) during Spring Training, the championship season, the All-Star Game and/or the post-season, and any use of the device and Content must adhere to the following protocols:
  - a. Such mobile devices may not contain third-party social media software (e.g., Twitter, Snapchat, etc.), may not leave the dugout or bullpen, and are never allowed on the field.
  - b. All Content captured by such mobile devices must be uploaded securely to a private content sharing site, and the content will be mutually screened by representatives of the Office of the Commissioner and the Players Association to ensure that it meets the criteria set forth in paragraph (h) below.
  - c. After the screening contemplated above, the Content will be made available to representatives of the Office of the Commissioner and the Players Association via a secure, private website. The Parties, and their respective con-

stituents, may use the content solely to promote MLB, MLB Clubs, MLB players, or the sport of baseball, including by posting Content on websites or social media sites. Content may not be used for a commercial purpose such as promoting a product or service.

- d. Participation in any social media initiative shall be voluntary for players and staff members.
- e. Players may use their own personal electronic devices (e.g., phones, personal iPads, computers, etc.) until 30 minutes before the game and may use them again after the game.
- f. Use of Club-issued or other mobile devices should not disrupt game activity or players who are playing in the game.
- g. Except following MLBPA approval, neither MLB nor the Clubs may sell sponsorships or commercial opportunities in connection with the use of mobile devices or transmission of Content as contemplated herein.
- h. The following Content derived from the Club-issued devices may not be publicly used or otherwise posted on social media:
  - i. Posts containing information that may be viewed as derogatory or insensitive to individuals based on race, color, ancestry, sex, sexual orientation, national origin, age, disability, or religion.
  - ii. Posts that contain obscene or sexually explicit language or material.
  - iii. Posts containing profanity.
  - iv. Posts that contain negative, insensitive or harassing information about a player, manager, Club employee, Commissioner's Office employee, umpire, or fans.
  - v. Posts questioning the impartiality or skill of umpires.

- vi. Posts endorsing, promoting, or sponsoring a commercial product or service, including, for clarity, through the use of logos or watermarks on/in posts.
- vii. Posts that may be construed as supporting the use of alcohol or illegal drugs, including performance-enhancing substances.
- viii. Posts about game strategy, player health, umpiring, or other information that may affect the integrity of the game.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner



ATTACHMENT 54

David M. Prouty, Esquire  
General Counsel  
Major League Baseball  
Players Association  
12 East 49th Street  
New York, New York 10017

Re: Discipline for On-Field Conduct

Dear David:

I am writing to confirm certain understandings we have reached with respect to discipline issued to a Player for conduct on the playing field or in the ballpark. Specifically, the Parties have agreed as follows:

1. The fact that a Player leaves the bullpen during an on-field incident will be considered an aggravating factor in determining the appropriate level of discipline for that Player, should he otherwise act in a manner that warrants discipline (e.g., instigating or committing an act of violence), but will not constitute independent grounds for discipline and cannot elevate an appropriate level of discipline from a fine to a suspension.
2. Except as set forth in Attachment 28, in the event that discipline issued to a Player for conduct on the playing field or in the ballpark includes a fine, the Player shall have the choice to pay the fine to the Baseball Assistance Team (“BAT”) or the MLB-MLBPA Youth Development Foundation. Notwithstanding the foregoing, every fourth \$1,000 fine issued by the Chief Baseball Officer or the Commissioner for a pitcher intentionally throwing at a batter shall be paid to the Player’s Trust.
3. The Player and the Players Association will not appeal any \$1,000 fine for intentional throwing based on a claim that the discipline is inconsistent with past practice or precedent.

Very truly yours,

Daniel R. Halem  
Chief Legal Officer  
Major League Baseball  
Office of the Commissioner

ATTACHMENT 55

**RECOMMENDED PROTOCOL FOR MRI**

**ELBOW**

<b>Coil</b>	Elbow: phased array
<b>Position</b>	Feet first supine
<b>Landmark</b>	Mid-humeral head or sternal notch
<b>Series I</b>	Axial localizer 5"; 2D; axial; GE; seq; flip angle 30°; TE 13; TR 29; FOV 16 cm; thk 5 mm, skip 0; matrix 256 x 128; Nex 0.75; offset LT or RT 150-170.
<b>Series II</b>	Coronal 2D MPGR TR400-450/TE 20; FOV 14-15; BW 14.7kHz; matrix 512 x 224; slice 1.6-1.8mm with 0 gap; 3 NEX; flip 45 deg.
<b>Series III</b>	Axial FSE 2D; SE, NPW, fast, VB, GRX, ETL 8-14; TE 34(Ef); TR 3000-4000; phase correct; VBW 31.25kHz; FOV 14 cm; thk 3.5-4 mm; skip 0 mm; matrix 512 x 256-288; freq A/P; NEX 2.
<b>Series IV</b>	Sagittal FSE 2D SE FC; NPW, fast, VB; GRX; ETL 10-12; TE 34(Ef); TR 3500-4000; phase correct; VBW 31.25 kHz; FOV 14-15 cm; thk 3.5-4 mm; skip 0; matrix 512 x 320-384; freq A/P; NEX 2.
<b>Series V</b>	Coronal FSE 2D ETL 10-13; TR 3500-4000; TE (Ef 34); matrix 512 x 320; 2 NEX; phase S/I; slice thickness 2mm, 0 gap; FOV 14-15cm; BW 31.25
<b>Series VI</b>	Coronal fast inversion recovery TR 4000-4500 / TE 12 / TI 150, ETL 8-12, FOV 15decim, slice thickness 3mm, 0mm gap, 256 x 192, 2NEX, NPW, BW 16

Note that for GE systems, the receiver bandwidth (RBW) is reported as half-bandwidth (maximum frequency), so reported RBW of 31.25 (for example) is actually acquired at 62.5 kHz over the entire frequency range.

For postoperative elbow, drop the GRE (series II) and reduce the slice thickness on the coronal FSE to 1.6mm with no gap; the RBW should be 62.5kHz on GE systems or 250 Hz/pixel on Siemens and Phillips.

*Note: MRI protocol will vary based on the quality and type of scanner.*

## SHOULDER

<b>Coil</b>	Shoulder: Med Rad shoulder phased array
<b>Position</b>	Head first supine
<b>Landmark</b>	Mid-humeral head or sternal notch
<b>Series I</b>	Axial localizer Shoulder; 2D; axial GE TE 13; TR 34; flip angle 30°; FOV 24 cm; THK 15mm; skip 0mm; <u>OFF SET RT 125 or LT 125</u> ; matrix 256 x 128; NEX .75
<b>Series II</b>	Coronal oblique fast spin echo Shoulder; 2D; oblique; SE; fast, VB, NPW; graphics; ETL 8-14; phase correct; VB 31.25; TE 34; TR 4000 +/- depending on pt. size; FOV 16cm; THK 3mm; skip 0mm; matrix 512 x 384; NEX 2
<b>Series III</b>	Coronal oblique fast spin echo (FATSAT) Shoulder; 2D; oblique; SE; fast, VB; NPW; graphics; ETL 8-10; TE 55; TR 4000; phase correct, VB 20.83; FOV 16cm; THK 3mm; skip 0 mm; fat suppression; SAT pulse; matrix 256 x 224; NEX 2
<b>Series IV</b>	Axial fast spin echo Shoulder; 2D; axial; fast; SE; no phase wrap; bandwidth 31.25; ETL 8-14; TE 34; TR 4000; FOV 15-16cm; THK 3.5mm; skip 0mm; matrix 512 x 384; NEX 2; phase correct
<b>Series V</b>	Body coil axial FSE matrix 512 x 256; 12 slices, 24 FOV just thru the condyles of same side elbow for anteversion correction; make sure the patient body position does NOT change from shoulder study.
<b>Series VI</b>	ABER FSE oblique axial from coronal FAT SAT

BW — bandwidth

ETL — echo train length

SL — slice thickness

NEX — number of excitations

Note that for GE systems, the receiver bandwidth (RBW) is reported as half-bandwidth (maximum frequency), so reported RBW of 31.25 (for example) is actually acquired at 62.5 kHz over the entire frequency range

*Note: MRI protocol will vary based on the quality and type of scanner.*

ATTACHMENT 56

Chris Marinak  
Sr. Vice President, Economics & Strategy  
Office of the Commissioner  
of Major League Baseball  
245 Park Ave.  
New York, New York 10167

Re: Wearable Technology

Dear Chris:

This letter memorializes our agreement regarding the approval, use and implementation of “wearable technology” (defined below) during Spring Training, the championship season and the post-season. The Office of the Commissioner and the Major League Baseball Players Association (the “Association”) hereby agree as follows:

1. As referenced in this Agreement “wearable technology” refers to any equipment, program, software, device or attire which is designed to collect and/or analyze information or data related to a Player’s health or performance at any location (including on-field, off-field and/or away from the ballpark). Such technologies include, without limitation: activity trackers, electronic bat sensors, biomechanics compression attire, GPS/tracking compression attire and any device, sensor, equipment, attire or dashboard technology which is designed to measure a Player’s health, performance and/or readiness.

2. Any use of a wearable technology by a Player (including use on-field, off-field and/or away from the ballpark) shall be wholly voluntary and Clubs must refrain from making any suggestion that the use of such technology is anything less than wholly voluntary. There will be no consequences to a Player if he declines to use any wearable technology, or if he discontinues his use of such a technology.

3. Before a Player can voluntarily agree to use a wearable technology, the Club must first provide the Player a written explanation of the technology being proposed, along with a list of the Club representatives who will have access to the information and data collected, generated, stored and/or analyzed (the “Wearable Data”). If the wearable technology includes the ability to create a login or otherwise provide direct access to the Player’s personal data, the Club shall make that

data available to the Player. In the event this functionality is not available, the Club must provide a copy of the Player's data to the Player upon his request.

4. Any and all Wearable Data shall be treated as highly confidential at all times, including after the expiration, suspension or termination of this Agreement, shall not become a part of the Player's medical record, and shall not be disclosed by a Club to any party other than those persons listed in this Paragraph 4 without the express written consent of the Player and the Association. In addition, all such Data must be destroyed or permanently deleted in the event a Player requests to have such Data destroyed or deleted, in which case a Player may request a copy of his data prior to its destruction or deletion. Only the following Club representatives (and individuals working at the direction of such representatives) shall be permitted access to Wearable Data: General Manager, Assistant General Manager, Field Manager, Team Physician, Certified Athletic Trainer, Strength and Conditioning Coach, Rehabilitation Coordinator and an individual hired by a Club to manage the use and administration of wearable technology. A Player may request in writing that the Club further restrict or expand the list of representatives who will have access to such information and data. If the Club does not comply with such a request, the Player may decline to use or discontinue his use of the wearable technology.

5. Any commercial use or exploitation of such information or data by a Club, Major League Baseball, or any Major League Baseball-related entity or other third party is strictly prohibited.

6. No Player may use a wearable technology in games or pre-game activities (e.g., batting practice)—and no Club may request that a Player use a wearable technology in games or pre-game activities—unless it has been approved by the Playing Rules Committee ("PRC") in accordance with Official Baseball Rule 3.09 (Note). A list of technologies that have been approved (or partially approved) by the PRC shall be included annually in the On-Field Regulations.

7. No later than January 15, 2017, the Parties will establish a Joint Committee on Wearable Technology ("JCWT") comprised of the Parties' Joint Strength & Conditioning Coordinator, two members appointed by the Association and two members appointed by the Office of the Commissioner. The JCWT will review the potential use of any new wearable technology in games or pre-game activities, and

shall make a recommendation to the PRC regarding whether to approve such technology. If a new wearable technology for pre-game activities or in-game use is proposed to the Commissioner's Office during the term of this Agreement, the Commissioner's Office shall immediately notify the JCWT via email, including details about the submitted wearable technology. In addition, a Player or the Association may submit a wearable technology to the JCWT for approval by delivering a written request for approval to the JCWT. The JCWT also shall meet and confer biannually to discuss issues relating to Player safety, data management, privacy and confidentiality and any other topics which are deemed relevant by two or more members of the Committee. If the Office of the Commissioner or the Association becomes aware that a non-approved wearable technology is being used in games or pre-game activities, the Commissioner's Office or the Association, as the case may be, shall notify the other party in writing and the JCWT shall promptly confer to discuss a recommendation to the PRC.

8. Beginning in 2017, within forty-five (45) days of the conclusion of each World Series covered by this Agreement, the Parties will meet and confer regarding potential changes to this Agreement based on developments during the previous year and any advice received by the JCWT. Unless suspended, terminated or superseded by a subsequent agreement, this Agreement shall be coterminous with the 2017–21 Basic Agreement.

9. This Agreement shall be without prejudice to the respective positions of the Parties regarding the use of wearable technology by the Players, and shall not constitute, nor be used as precedent, evidence, or otherwise, in any future negotiations over such use.

Very truly yours,

Matthew R. Nussbaum  
Assistant General Counsel  
Major League Baseball  
Players Association

**APPENDIX A**  
**MAJOR LEAGUE**  
**UNIFORM PLAYER'S CONTRACT**

**Parties**

Between \_\_\_\_\_, herein called the Club,  
and \_\_\_\_\_  
of \_\_\_\_\_, herein called the Player.

**Recital**

The Club is, along with other Major League Clubs, signatory to the Major League Constitution and has subscribed to the Major League Rules.

**Agreement**

In consideration of the facts above recited and of the promises of each to the other, the parties agree as follows:

**Employment**

1. The Club hereby employs the Player to render, and the Player agrees to render, skilled services as a baseball player during the year(s) \_\_\_\_\_ including the Club's training season, the Club's exhibition games, the Club's playing season, the Wild Card Game, the Division Series, the League Championship Series and the World Series (or any other official series in which the Club may participate and in any receipts of which the Player may be entitled to share).

**Payment**

2. For performance of the Player's services and promises hereunder the Club will pay the Player the sum of \$ \_\_\_\_\_ in semi-monthly installments after the commencement of the championship season(s) covered by this contract except as the schedule of payments may be modified by a special covenant. Payment shall be made on the day the amount becomes due, regardless of whether the Club is "home" or "abroad." If a monthly rate of payment is stipulated above,

it shall begin with the commencement of the championship season (or such subsequent date as the Player's services may commence) and end with the termination of the championship season and shall be payable in semi-monthly installments as above provided.

Nothing herein shall interfere with the right of the Club and the Player by special covenant herein to mutually agree upon a method of payment whereby part of the Player's salary for the above year can be deferred to subsequent years. The Club shall be permitted to deduct from the Player's salary only those amounts that are specifically authorized by the Basic Agreement, this contract, any mutually agreed upon special covenant hereto, or a separate authorization signed by the Player. Any special covenant or authorization for a deduction from the Player's salary must state with specificity the particular expense for which the deduction is authorized. All deductions from a Player's salary must be identified on the Player's paystub and, if necessary, a separate document.

If the Player is in the service of the Club for part of the championship season only, he shall receive such proportion of the sum above mentioned, as the number of days of his actual employment in the championship season bears to the number of days in the championship season. Notwithstanding the rate of payment stipulated above, the minimum rate of payment to the Player for each day of service on a Major League Club shall be at the applicable rate set forth in Article VI(A)(1) of the Basic Agreement between the Thirty Major League Clubs and the Major League Baseball Players Association, effective December 1, 2016 ("Basic Agreement"). The minimum rate of payment for Minor League service for all Players (a) signing a second Major League contract (not covering the same season as any such Player's initial Major League contract) or a subsequent Major League contract, or (b) having at least one day of Major League service, shall be at the applicable rate set forth in Article VI(A)(2) of the Basic Agreement. The minimum rate of payment for Minor League service for all Players signing a first Major League contract who are not covered by Article VI(A)(2) of the Basic Agreement shall be at the applicable rate set forth in Article VI(A)(3) of the Basic Agreement.

Payment to the Player at the rate stipulated above shall be continued throughout any period in which a Player is required to attend a regularly scheduled military encampment of the Reserve of the Armed Forces or of the National Guard during the championship season.



### **Loyalty**

3.(a) The Player agrees to perform his services hereunder diligently and faithfully, to keep himself in first-class physical condition and to obey the Club's training rules, and pledges himself to the American public and to the Club to conform to high standards of personal conduct, fair play and good sportsmanship.

### **Baseball Promotion**

3.(b) In addition to his services in connection with the actual playing of baseball, the Player agrees to cooperate with the Club and participate in any and all reasonable promotional activities of the Club and Major League Baseball, which, in the opinion of the Club, will promote the welfare of the Club or professional baseball, and to observe and comply with all reasonable requirements of the Club respecting conduct and service of its team and its players, at all times whether on or off the field.

### **Pictures and Public Appearances**

3.(c) The Player agrees that his picture may be taken for still photographs, motion pictures or television at such times as the Club may designate and agrees that all rights in such pictures shall belong to the Club and may be used by the Club for publicity purposes in any manner it desires. The Player further agrees that during the playing season he will not make public appearances, participate in radio or television programs or permit his picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the written consent of the Club, which shall not be withheld except in the reasonable interests of the Club or professional baseball.

## **PLAYER REPRESENTATIONS**

### **Ability**

4.(a) The Player represents and agrees that he has exceptional and unique skill and ability as a baseball player; that his services to be rendered hereunder are of a special, unusual and extraordinary character which gives them peculiar value which cannot be reasonably or adequately compensated for in damages at law, and that the Player's breach of this contract will cause the Club great and irreparable injury and damage. The Player agrees that, in addition to other remedies, the Club shall be entitled to injunctive and other equitable relief to prevent

a breach of this contract by the Player, including, among others, the right to enjoin the Player from playing baseball for any other person or organization during the term of his contract.

### **Condition**

4.(b) The Player represents that he has no physical or mental defects known to him and unknown to the appropriate representative of the Club which would prevent or impair performance of his services.

### **Interest in Club**

4.(c) The Player represents that he does not, directly or indirectly, own stock or have any financial interest in the ownership or earnings of any Major League Club, except as hereinafter expressly set forth, and covenants that he will not hereafter, while connected with any Major League Club, acquire or hold any such stock or interest except in accordance with Major League Rule 20(e).

### **Service**

5.(a) The Player agrees that, while under contract, and prior to expiration of the Club's right to renew this contract, he will not play baseball otherwise than for the Club, except that the Player may participate in post-season games under the conditions prescribed in the Major League Rules. Major League Rule 18(b) is set forth herein.

### **Other Sports**

5.(b) The Player and the Club recognize and agree that the Player's participation in certain other sports may impair or destroy his ability and skill as a baseball player. Accordingly, the Player agrees that he will not engage in professional boxing or wrestling; and that, except with the written consent of the Club, he will not engage in skiing, auto racing, motorcycle racing, sky diving, or in any game or exhibition of football, soccer, professional league basketball, ice hockey or other sport involving a substantial risk of personal injury.

### **Assignment**

6.(a) The Player agrees that his contract may be assigned by the Club (and reassigned by any assignee Club) to any other Club in accordance

with the Major League Rules. The Club and the Player may, without obtaining special approval, agree by special covenant to limit or eliminate the right of the Club to assign this contract.

### **Medical Information**

6.(b) The Player agrees:

(1) that the Club's physician and any other physician or medical professional consulted by the Player pursuant to Regulation 2 of this contract or Article XIII(D) of the Basic Agreement may furnish to the Club all relevant medical information relating to the Player. Except as permitted by Article XIII(G) of the Basic Agreement, which is incorporated herein by reference, the Club is prohibited from re-disclosing any such information without the express written consent of the Player. The Club's physician shall be the custodian of the medical records furnished to a Club pursuant to this Paragraph 6(b). The Club's trainers shall have access to all such records provided to the Club.

(2) that, should the Club contemplate an assignment of this contract to another Club or Clubs, the Club's physician may furnish to the physicians and officials of such other Club or Clubs all relevant medical information relating to the Player; provided, however, that said physicians and officials are prohibited from re-disclosing any such information without the express written consent of the Player. In addition, within thirty (30) days from the receipt of the Player's medical information, the physicians and officials of the Club which requested the medical information will return any and all documents received to the Player's Club, and will not keep copies of any documents it received or any other records indicating the substance of the medical information transmitted. If the Player's UPC is assigned before the information is returned in accordance with this subparagraph (2), the assignee Club may retain the information. A Player may, at the time that he is no longer under reserve to the Club or on December 1 of every other year, whichever is earlier, request that the Club notify him of the Clubs to which his medical information was provided pursuant to this Paragraph 6(b)(2).

### **No Salary Reduction**

6.(c) The amount stated in paragraph 2 and in special covenants hereof which is payable to the Player for the period stated in paragraph

1 hereof shall not be diminished by any such assignment, except for failure to report as provided in the next subparagraph (d).

### **Reporting**

6.(d) The Player shall report to the assignee Club promptly (as provided in the Regulations) upon receipt of written notice from the Club of the assignment of this contract. If the Player fails to so report, he shall not be entitled to any payment for the period from the date he receives written notice of assignment until he reports to the assignee Club.

### **Obligations of Assignor and Assignee Clubs**

6.(e) Upon and after such assignment, all rights and obligations of the assignor Club hereunder shall become the rights and obligations of the assignee Club; provided, however, that

(1) The assignee Club shall be liable to the Player for payments accruing from the date of assignment and shall not be liable (but the assignor Club shall remain liable) for payments accrued prior to and including that date.

(2) If at any time the assignee is a Major League Club, it shall be liable to pay the Player at the full rate stipulated in paragraph 2 hereof for the remainder of the period stated in paragraph 1 hereof and all prior assignors and assignees shall be relieved of liability for any payment for such period.

(3) Unless the assignor and assignee Clubs agree otherwise, if the assignee Club is a Minor League Baseball Club, the assignee Club shall be liable only to pay the Player at the rate usually paid by said assignee Club to other Players of similar skill and ability in its classification and the assignor Club shall be liable to pay the difference for the remainder of the period stated in paragraph 1 hereof between an amount computed at the rate stipulated in paragraph 2 hereof and the amount so payable by the assignee Club.

(4) If performance and/or award bonuses are included as Special Covenants hereunder and an assignment is made during the championship season, the responsibility for such bonuses shall be as follows:

(i) All performance and/or award bonuses earned prior to the assignment shall be the responsibility of the assignor Club;

(ii) The responsibility for any and all performance bonuses earned after the assignment shall be prorated between the assignor and assignee Clubs in proportion to the total number of relevant events attained during the season with each Club involved; and

(iii) The responsibility for any and all award bonuses earned after the assignment shall be the full and exclusive responsibility of the Club for whom the Player was performing services at the end of the championship season. For purposes of this paragraph, an award bonus for election or selection to the All-Star Game shall be deemed to be earned on the day of the announcement of the election or selection, an award bonus for performance over the championship season shall be deemed earned on the last day of the championship season and an award bonus for performance in the post-season shall be deemed earned on the day of the announcement of the award.

### **Moving Allowances**

6.(f) The Player shall be entitled to moving allowances under the circumstances and in the amounts set forth in Articles VII(E) and VIII of the Basic Agreement.

### **“Club”**

6.(g) All references in other paragraphs of this contract to “the Club” shall be deemed to mean and include any assignee of this contract.

## **TERMINATION**

### **By Player**

7.(a) The Player may terminate this contract, upon written notice to the Club, if the Club shall default in the payments to the Player provided for in paragraph 2 hereof or shall fail to perform any other obli-

gation agreed to be performed by the Club hereunder and if the Club shall fail to remedy such default within ten (10) days after the receipt by the Club of written notice of such default. The Player may also terminate this contract as provided in subparagraph (d)(4) of this paragraph 7. (See Article XV(J) of the Basic Agreement.)

### **By Club**

7.(b) The Club may terminate this contract upon written notice to the Player (but only after requesting and obtaining waivers of this contract from all other Major League Clubs) if the Player shall at any time:

(1) fail, refuse or neglect to conform his personal conduct to the standards of good citizenship and good sportsmanship or to keep himself in first-class physical condition or to obey the Club's training rules; or

(2) fail, in the opinion of the Club's management, to exhibit sufficient skill or competitive ability to qualify or continue as a member of the Club's team; or

(3) fail, refuse or neglect to render his services hereunder or in any other manner materially breach this contract.

7.(c) If this contract is terminated by the Club, the Player shall be entitled to termination pay under the circumstances and in the amounts set forth in Article IX of the Basic Agreement. In addition, the Player shall be entitled to receive an amount equal to the reasonable traveling expenses of the Player, including first-class jet air fare and meals en route, to his home city.

### **Procedure**

7.(d) If the Club proposes to terminate this contract in accordance with subparagraph (b) of this paragraph 7, the procedure shall be as follows:

(1) The Club shall request waivers from all other Major League Clubs. Such waivers shall be good for the periods specified in Major League Rule 10. Such waiver request must state that it is for the purpose of terminating this contract and it may not be withdrawn.

(2) Upon receipt of waiver request, any other Major League Club may claim assignment of this contract at a waiver price of

\$1.00, the priority of claims to be determined in accordance with the Major League Rules.

(3) If this contract is so claimed, the Club shall, promptly and before any assignment, notify the Player that it had requested waivers for the purpose of terminating this contract and that the contract had been claimed.

(4) Within five (5) days after receipt of notice of such claim, the Player shall be entitled, by written notice to the Club, to terminate this contract on the date of his notice of termination. If the Player fails to so notify the Club, this contract shall be assigned to the claiming Club.

(5) If the contract is not claimed, the Club shall promptly deliver written notice of termination to the Player at the expiration of the waiver period.

7.(e) Upon any termination of this contract by the Player, all obligations of both Parties hereunder shall cease on the date of termination, except the obligation of the Club to pay the Player's compensation to said date.

### **Regulations**

8. The Player accepts as part of this contract the Regulations set forth herein.

### **Rules**

9.(a) The Club and the Player agree to accept, abide by and comply with all provisions of the Major League Constitution, and the Major League Rules, or other rules or regulations in effect on the date of this Uniform Player's Contract, which are not inconsistent with the provisions of this contract or the provisions of any agreement between the Major League Clubs and the Major League Baseball Players Association, provided that the Club, together with the other Major League Clubs and Minor League Baseball, reserves the right to modify, supplement or repeal any provision of said Constitution, Major League Rules or other rules and regulations in a manner not inconsistent with this contract or the provisions of any then existing agreement between the Major League Clubs and the Major League Baseball Players Association.

## **Disputes**

9.(b) All disputes between the Player and the Club which are covered by the Grievance Procedure as set forth in the Basic Agreement shall be resolved in accordance with such Grievance Procedure.

## **Publication**

9.(c) The Club, the Chief Baseball Officer and the Commissioner, or any of them, may make public the findings, decision and record of any inquiry, investigation or hearing held or conducted, including in such record all evidence or information given, received, or obtained in connection therewith.

## **Renewal**

10.(a) Unless the Player has exercised his right to become a free agent as set forth in the Basic Agreement, the Club may retain reservation rights over the Player by instructing the Office of the Commissioner to tender to the Player a contract for the term of the next year by including the Player on the Central Tender Letter that the Office of the Commissioner submits to the Players Association on or before December 2 (or, if December 2 is a Saturday or Sunday, then on or before the preceding business day) in the year of the last playing season covered by this contract. (See Article XX(A) of and Attachments 9 and 12 to the Basic Agreement.) If prior to the March 1 next succeeding said December 2, the Player and the Club have not agreed upon the terms of such contract, then on or before ten (10) days after said March 1, the Club shall have the right by written notice to the Player at his address following his signature hereto, or if none be given, then at his last address of record with the Club, to renew this contract for the period of one year on the same terms, except that the amount payable to the Player shall be such as the Club shall fix in said notice; provided, however, that said amount, if fixed by a Major League Club, shall be in an amount payable at a rate not less than as specified in Article VI, Section B, of the Basic Agreement. Subject to the Player's rights as set forth in the Basic Agreement, the Club may renew this contract from year to year.



10.(b) The Club's right to renew this contract, as provided in subparagraph (a) of this paragraph 10, and the promise of the Player not to play otherwise than with the Club have been taken into consideration in determining the amount payable under paragraph 2 hereof.

### **Governmental Regulation–National Emergency**

11. This contract is subject to federal or state legislation, regulations, executive or other official orders or other governmental action, now or hereafter in effect respecting military, naval, air or other governmental service, which may directly or indirectly affect the Player, Club or the League and subject also to the right of the Commissioner to suspend the operation of this contract during any national emergency during which Major League Baseball is not played.

### **Commissioner**

12. The term "Commissioner" wherever used in this contract shall be deemed to mean the Commissioner designated under the Major League Constitution, or in the case of a vacancy in the office of Commissioner, the Executive Council or such other body or person or persons as shall be designated in the Major League Constitution to exercise the powers and duties of the Commissioner during such vacancy.

### **Supplemental Agreements**

The Club and the Player covenant that this contract, the Basic Agreement, the Agreement Re Major League Baseball Players Benefit Plan and Major League Baseball's Joint Drug Prevention and Treatment Program and applicable supplements thereto fully set forth all understandings and agreements between them, and agree that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable, or of any effect whatsoever, unless expressly set forth in a new or supplemental contract executed by the Player and the Club (acting by its President or such other officer as shall have been thereunto duly authorized by the President or Board of Directors as evidenced by a certificate filed of record with the Commissioner) and complying with the Major League Rules.



## **REGULATIONS**

1. The Club's playing season for each year covered by this contract and all renewals hereof shall be as fixed by the Office of the Commissioner.
2. The Player, when requested by the Club, must submit to a complete physical examination at the expense of the Club, and if necessary to treatment by a physician, dentist, certified athletic trainer or other medical professional in good standing. Upon refusal of the Player to submit to a complete medical or dental examination, the Club may consider such refusal a violation of this regulation and may take such action as it deems advisable under Regulation 5 of this contract. Disability directly resulting from injury sustained in the course and within the scope of his employment under this contract shall not impair the right of the Player to receive his full salary for the period of such disability or for the season in which the injury was sustained (whichever period is shorter), together with the reasonable medical and hospital expenses incurred by reason of the injury and during the term of this contract or for a period of up to two years from the date of initial treatment for such injury, whichever period is longer, but only upon the express prerequisite conditions that (a) written notice of such injury, including the time, place, cause and nature of the injury, is served upon and received by the Club within twenty days of the sustaining of said injury and (b) the Club shall have the right to designate the health care facilities, physicians, dentists, certified athletic trainers or other medical professionals furnishing such medical and hospital services. Failure to give such notice shall not impair the rights of the Player, as herein set forth, if the Club has actual knowledge of such injury. All workmen's compensation payments received by the Player as compensation for loss of income for a specific period during which the Club is paying him in full, shall be paid over by the Player to the Club. Any other disability may be ground for suspending or terminating this contract.
3. The Club will furnish the Player with two complete uniforms, exclusive of shoes, unless the Club requires the Player to wear non-standard shoes in which case the Club will furnish the shoes. The uniforms will be surrendered by the Player to the Club at the end of the season or upon termination of this contract.

4. The Player shall be entitled to expense allowances under the circumstances and in the amounts set forth in Article VII of the Basic Agreement.

5. For violation by the Player of any regulation or other provision of this contract, the Club may impose a reasonable fine and deduct the amount thereof from the Player's salary or may suspend the Player without salary for a reasonable period or both. Written notice of the fine or suspension or both and the reason thereof shall in every case be given to the Player and the Players Association. (See Article XII of the Basic Agreement.)

6. In order to enable the Player to fit himself for his duties under this contract, the Club may require the Player to report for practice at such places as the Club may designate and to participate in such exhibition contests as may be arranged by the Club, without any other compensation than that herein elsewhere provided, for a period beginning not earlier than thirty-three (33) days prior to the start of the championship season; provided, however, that the Club may invite players to report at an earlier date on a voluntary basis in accordance with Article XIV of the Basic Agreement. The Club will pay the necessary traveling expenses, including the first-class jet air fare and meals en route of the Player from his home city to the training place of the Club, whether he be ordered to go there directly or by way of the home city of the Club. In the event of the failure of the Player to report for practice or to participate in the exhibition games, as required and provided for, he shall be required to get into playing condition to the satisfaction of the Club's team manager, and at the Player's own expense, before his salary shall commence.

7. In case of assignment of this contract, the Player shall report promptly to the assignee Club within 72 hours from the date he receives written notice from the Club of such assignment.

8. Upon signing this contract, the Player shall execute the enclosed Life Insurance Notice and Consent Form in connection with the Club's participation in the League-wide Player Life Insurance Program.

Post-Season Exhibition Games. Major League Rule 18(b) provides:

(b) EXHIBITION GAMES. No player shall participate in any exhibition game during the period between the close of the Major League championship season and the following training season, except that, with the consent of the player's Club and permission of

the Commissioner, a player may participate in exhibition games for a period of not less than 30 days, such period to be designated annually by the Commissioner. Players who participate in barnstorming during this period cannot engage in any Winter League activities.

Player conduct, on and off the field, in connection with such post-season exhibition games shall be subject to the discipline of the Commissioner. The Commissioner shall not approve of more than three players of any one Club on the same team. The Commissioner shall not approve of more than three players from the joint membership of the World Series participants playing in the same game.

No player shall participate in any exhibition game with or against any team which, during the current season or within one year, has had any ineligible player or which is or has been during the current season or within one year, managed and controlled by an ineligible player or by any person who has listed an ineligible player under an assumed name or who otherwise has violated, or attempted to violate, any exhibition game contract; or with or against any team which, during said season or within one year, has played against teams containing such ineligible players, or so managed or controlled. Any player who participates in such a game in violation of this Rule 18 shall be fined not less than \$50 nor more than \$500, except that in no event shall such fine be less than the consideration received by such player for participating in such game.

PRINTED IN U.S.A.

REVISED AS OF DECEMBER 2016

## **LIFE INSURANCE NOTICE AND CONSENT FORM**

1. Your Club intends to insure your life under the League-wide Player Life Insurance Policy (or any replacement thereof) and League Disaster Insurance Policy (or any replacement thereof), as well as the Club-purchased insurance policy or policies, if any, whose maximum amount of insurance coverage is referenced in the fourth bullet point in paragraph 2 below (if included in this consent) (collectively the “Policy”). The purpose of the Policy is to offset amounts that your Club may pay under your Uniform Player’s Contract (“Player Contract”) in the event of your death and/or to provide financial assistance to your Club, other affected Clubs or the Office of the Commissioner of Baseball for costs and damages to your Club, other affected Clubs or the Office of the Commissioner of Baseball that they may incur as a result of your death.

2. The maximum amount of life insurance coverage for which you may be insured at the time the Policy is issued will be equal to the sum of:

- Seven million dollars (\$7,000,000), of which a minimum of four million (\$4,000,000) will be provided to your Club and up to an additional three million (\$3,000,000) to either your Club, other affected Clubs or the Office of the Commissioner of Baseball;
- The Major League salary provided under your Player Contract, up to one million dollars (\$1,000,000); ***and*** (if applicable)
- Seventy-five percent (75%) of the amount by which the Major League salary provided under your Player Contract exceeds one million dollars (\$1,000,000), all of which will be provided to your Club
- And [Amount], all of which will be provided to your Club.

In no event will the amount for which your life is insured under the Policy ever exceed a maximum limit of [thirty seven million dollars (\$37,000,000)]. The amount of coverage that your Club purchases under the Policy may be reduced under certain circumstances in order to reflect (if applicable) other insurance coverage on your life. The amount of insurance coverage that your Club purchases under the Policy may decrease over time as the amount owed under your Player Contract is paid to you.

3. Your Club may purchase insurance coverage on you under the Policy before you and your Club sign your Player Contract. Your Club will do so only when and if there is an agreement in principle with you as to the terms of your Player Contract and such terms have been reported to, and confirmed by, the Office of the Commissioner of Baseball and the Major League Baseball Players Association.
4. The Policy may be in effect for the length of your Player Contract and may be in effect for periods that extend beyond the length of your Player Contract, including for periods after your employment with the Club has terminated. Each time you enter into a new or revised Player Contract, a new Policy may be purchased and you may be asked to sign a new consent form.
5. Your Club, other affected Clubs or the Office of the Commissioner of Baseball will be the beneficiaries of any life insurance proceeds payable under the Policy in the event of your death.

### **Consent of Employee for Life Insurance Coverage**

**By signing below, I agree to, consent to, and understand the following:**

- A. I may be insured under the Policy up to a maximum face amount equal to the sum of:
  - Seven million dollars (\$7,000,000) of which a minimum of four million (\$4,000,000) will be provided to my Club and up to an additional three million (\$3,000,000) to either my Club, other affected Clubs or the Office of the Commissioner of Baseball;
  - The Major League salary provided under my Player Contract, up to one million dollars (\$1,000,000), ***and*** (if applicable)
  - Seventy-five percent (75%) of the amount by which the Major League salary provided under my Player Contract exceeds one million dollars (\$1,000,000) all of which will be provided to my Club
  - And [Amount], all of which will be provided to my Club.
- B. The amount for which my life is insured under the Policy will never exceed a maximum limit of [thirty seven million dollars (\$37,000,000)]. The amount of coverage may be reduced under certain

circumstances in order to reflect (if applicable) other insurance coverage on my life. The amount of insurance coverage may decrease over time as the amount owed under my Player Contract is paid to me.

C. My Club (or a Trust established by my Club and other Major League Baseball clubs, the Office of the Commissioner of Baseball or a combination of Clubs) will be the owner of the Policy. My Club will be the beneficiary and, in an amount not exceeding three million dollars (\$3,000,000), other affected Clubs and the Office of the Commissioner of Baseball may also be beneficiaries of the Policy.

D. The Policy may be in effect for the length of my Player Contract and may be in effect for periods that extend beyond the length of my Player Contract, including for periods after my employment with the Club has terminated. Each time I enter into a new or revised Player Contract, a new Policy may be purchased and I may be asked to sign a new consent form.

E. Neither my heirs nor I will receive any rights or benefits, including the payment of a death benefit, under the Policy. The death benefit under the Policy will be payable to my Club, or, in an amount not exceeding three million dollars (\$3,000,000), may be payable to other affected Clubs or the Office of the Commissioner of Baseball. This consent has no effect on any other life insurance policies I hold or that any other person holds on my life.

**Proposed Insured (please complete)**

Name (First, Middle Initial, Last): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
(Home address: street/city/state/zip)

\_\_\_\_\_  
*Signature of Insured*      *Print Name of Insured*      *Date*



## **Appendix B**

### **RULES OF PROCEDURE**

#### **Grievance Arbitration Hearings Before The Arbitration Panel**

##### **1. Granting of Hearings.**

Hearings will be granted in all cases properly appealed to the Arbitration Panel unless the Parties by mutual agreement request a finding of facts and a decision based upon briefs submitted.

##### **2. Attendance at Hearings.**

Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitration Panel shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the Arbitration Panel to determine the propriety of the attendance of any other persons.

##### **3. Conduct of Hearings.**

Hearings will be conducted in an informal manner. The arbitration hearing shall be regarded as a cooperative endeavor to review and secure the facts which will enable the Arbitration Panel to make just decisions. The procedure to be followed in the hearing will be in conformity with this intent.

##### **4. Representation of Parties.**

The Players Association and the Player will be represented during the Grievance Procedure and arbitration proceedings only by in-house counsel of the Players Association and/or by outside counsel appointed by the Players Association. The Commissioner's Office will be represented only by in-house counsel of the Commissioner's Office and/or by outside counsel appointed by the Commissioner's Office. Any other Party may be accompanied by a representative who may participate in the hearing and represent such Party.

## **5. Adjournments.**

The Arbitration Panel for good cause shown may adjourn the hearing upon the request of a Party or upon its own initiative, and shall adjourn when all the Parties agree thereto, provided that no adjournment hereunder shall exceed 10 days unless all Parties so agree.

## **6. Order of Proceedings.**

The Arbitration Panel may, in its discretion, vary the normal procedure under which the initiating Party first presents his claim, but in any case shall afford full and equal opportunity to all Parties for presentation of relevant proofs.

## **7. Arbitration in the Absence of a Party.**

The arbitration may proceed in the absence of any Party who, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a Party. The Arbitration Panel shall require the other Party to submit such evidence as it may require for the making of an award.

## **8. Evidence.**

The Parties may offer such evidence as they desire and shall produce such additional evidence as the Panel Chair may deem necessary to an understanding and determination of the dispute. The Panel Chair shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the Parties except where any of the Parties is absent in default or has waived his right to be present.

## **9. Testimony.**

All testimony shall be taken under oath or by affirmation. All witnesses whose testimony shall be introduced as evidence at the hearing shall be made available for cross-examination by the other Party. The Arbitration Panel may receive and consider the evidence of witnesses

by affidavit, but shall give it only such weight as it deems proper after consideration of any objections made to its admission.

#### **10. Stenographic Record.**

The Arbitration Panel will make the necessary arrangements for the taking of an official stenographic record of the testimony whenever such a record is deemed necessary by it or it is requested by either Party. The cost of such record shall be borne equally by the Parties unless, at the opening of the hearing, both the Panel Chair and the other Party indicate their desire not to receive a copy of the transcribed record, in which case the entire cost shall be borne by the requesting Party.

#### **11. Closing of Hearings.**

The Panel Chair shall inquire of all Parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Panel Chair shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final filing date set by the Panel Chair.

#### **12. Reopening of Hearings.**

At any time before the award is made the hearings may be reopened by the Arbitration Panel on its own motion, or on the motion of either Party for good cause shown.

#### **13. Issuance of Decision.**

Two signed copies of the Arbitration Panel's written decision will be provided to each Party.

#### **14. Settlement by the Parties.**

When cases appealed to the Arbitration Panel are thereafter settled by agreement between the Parties, either prior to or after the arbitration hearing, the Arbitration Panel shall be so notified promptly by the Party which appealed the case. The Arbitration Panel shall thereupon

treat the case as closed, and shall have no obligation to render a decision or further process the Grievance.

**15. Expenses.**

The expenses of witnesses, counsel and the like for either side shall be paid by the Party producing such persons.

**16. Communication with the Panel Chair.**

Copies of all written communications sent by a Party to the Panel Chair in connection with arbitration cases shall immediately be made available to the other Party. There shall be no oral communication by a Party with the Panel Chair in connection with arbitration cases unless the other Party or his representative is present.

**17. Commissioner and Article XI(C) Hearings.**

These Rules of Procedure shall also apply to hearings conducted by the Commissioner pursuant to Article XI(A)(1)(b), or by the Commissioner or the Special Assistant to the Commissioner pursuant to Article XI(C).

**Appendix C**  
**TRAVEL TIMES FOR SCHEDULING**

	ARI	ATL	BAL	BOS	CHI	CIN	CLE	COL	CWS	DET	HOU	KC	LAA	LAD	MIA	MIL	MIN	NYM	NY	OAK	PHI	PIT	SD	SF	STL	SEA	TB	TEX	TOR	WSH	
ARI	0	3:11	4:01	4:36	2:54	3:10	3:30	1:10	2:54	3:23	2:02	2:06	:41	:43	3:58	2:56	2:34	4:17	4:17	1:18	4:10	3:39	:36	1:18	2:33	2:14	3:36	1:44	3:47	3:58	
ATL	3:11	0	1:09	1:52	1:10	:45	1:07	2:25	1:10	1:12	1:24	1:21	3:50	3:52	1:13	1:20	1:56	1:30	1:30	4:16	1:20	1:03	3:47	4:17	:56	4:22	:50	1:28	1:28	1:05	
BAL	4:01	1:09	0	:43	1:13	:51	:37	3:04	1:13	:48	2:30	1:56	4:37	4:38	1:55	1:17	1:58	:20	:20	4:54	:11	:24	4:36	4:55	1:28	4:40	1:42	2:27	:40	:04	
BOS	4:36	1:52	:43	0	1:42	1:28	1:06	3:36	1:42	1:14	3:13	2:30	5:10	5:12	2:31	1:43	2:19	:23	:23	5:23	:33	:58	5:10	5:24	2:05	4:59	2:22	3:07	:52	:47	
CHI	2:54	1:10	1:13	1:42	0	:30	:37	1:54	0	:29	1:53	:49	3:28	3:29	2:22	:10	:49	1:26	1:26	3:42	1:20	:49	3:28	3:43	:31	3:28	2:00	1:36	:52	1:11	
CIN	3:10	:45	:51	1:28	:30	0	:26	2:14	:30	:28	1:48	1:05	3:46	3:48	1:55	:39	1:19	1:08	1:08	4:04	1:01	:30	3:45	4:05	:37	3:57	1:34	1:39	:49	:48	
CLE	3:30	1:07	:37	1:06	:37	:26	0	2:27	:37	:11	2:14	1:24	4:05	4:06	2:10	:40	1:21	:49	:49	4:19	:43	:14	4:04	4:20	:59	4:03	1:52	2:04	:23	:37	
COL	1:10	2:25	3:04	3:36	1:54	2:14	2:27	0	1:54	2:19	1:45	1:07	1:39	1:40	3:27	1:50	1:24	3:16	3:16	1:53	3:09	2:38	1:40	1:54	1:36	2:03	3:03	1:18	2:41	3:02	
CWS	2:54	1:10	1:13	1:42	0	:30	:37	1:54	0	:29	1:53	:49	3:28	3:29	2:22	:10	:49	1:26	1:26	3:42	1:20	:49	3:28	3:43	:31	3:28	2:00	1:36	:52	1:11	
DET	3:23	1:12	:48	1:14	:29	:28	:11	2:19	:29	0	2:13	1:17	3:57	3:58	2:18	:30	1:11	:58	:58	4:10	:53	:25	3:57	4:11	:55	3:53	1:59	2:00	:25	:47	
HOU	2:02	1:24	2:30	3:13	1:53	1:48	2:14	1:45	1:53	2:13	0	1:17	2:42	2:45	1:55	2:01	2:13	2:50	2:50	3:17	2:41	2:16	2:36	3:17	1:21	3:47	1:35	:29	2:36	2:26	
KC	2:06	1:21	1:56	2:30	:49	1:05	1:24	1:07	:49	1:17	1:17	0	2:41	2:43	2:29	:53	:55	2:12	2:12	3:00	2:04	1:34	2:40	3:01	:29	3:01	2:04	:54	1:42	1:53	
LAA	:41	3:50	4:37	5:10	3:28	3:46	4:05	1:39	3:28	3:57	2:42	2:41	0	:03	4:38	3:28	3:01	4:53	4:53	:44	4:47	4:16	:13	:42	3:11	1:55	4:18	2:27	4:21	4:36	
LAD	:43	3:52	4:38	5:12	3:29	3:48	4:06	1:40	3:29	3:58	2:45	2:43	:03	0	4:41	3:29	3:02	4:54	4:54	:41	4:47	4:16	:13	:42	3:11	1:55	4:18	2:27	4:21	4:36	
MIA	3:58	1:13	1:55	2:31	2:22	1:55	2:10	3:27	2:22	2:18	1:55	2:29	4:38	4:41	0	2:32	3:09	2:11	2:11	5:10	2:02	2:01	4:33	5:11	:45	3:09	1:57	4:16	2:25	4:20	4:34
MIL	2:56	1:20	1:17	1:43	:10	:39	:40	1:50	:10	:30	2:01	:53	3:28	3:29	2:32	0	:42	1:28	1:28	3:40	1:23	:54	3:29	3:41	:39	3:23	2:10	1:43	:52	1:16	
MIN	2:34	1:56	1:58	2:19	:49	1:19	1:21	1:24	:49	1:11	2:13	:55	3:01	3:02	3:09	:42	0	1:57	1:57	3:06	2:04	1:35	3:03	3:07	1:03	2:42	2:45	1:43	1:27	1:58	
NYM	4:17	1:30	:20	:23	1:26	1:08	:49	3:16	1:26	:58	2:50	2:12	4:53	4:54	2:11	1:28	1:57	0	0	5:08	:10	:38	4:52	5:09	1:45	4:49	2:00	2:46	:41	:25	
NY	4:17	1:30	:20	:23	1:26	1:08	:49	3:16	1:26	:58	2:50	2:12	4:53	4:54	2:11	1:28	1:57	0	0	5:08	:10	:38	4:52	5:09	1:45	4:49	2:00	2:46	:41	:25	
OAK	1:18	4:16	4:54	5:23	3:42	4:04	4:19	1:53	3:42	4:10	3:17	3:00	:44	:41	5:10	3:40	3:06	5:08	5:08	0	5:02	4:31	:55	:01	3:28	1:21	4:47	2:55	4:31	4:52	
PHI	4:10	1:20	:11	:33	1:20	1:01	:43	3:09	1:20	:53	2:41	3:04	4:46	4:47	2:02	1:23	2:04	:10	:10	5:02	0	:31	4:45	5:03	1:37	4:46	1:51	2:37	:40	:15	
PIT	3:39	1:03	:24	:58	:49	:30	:14	2:38	:49	:25	2:16	1:34	4:15	4:16	2:01	:54	1:35	:38	:38	4:31	:31	0	4:14	4:32	1:07	4:17	1:45	2:09	:27	:23	
SD	:36	3:47	4:36	5:10	3:28	3:45	4:04	1:40	3:28	3:57	2:36	2:40	:11	:13	4:33	3:29	3:03	4:52	4:52	:55	4:45	4:14	0	:55	3:08	2:08	4:11	2:20	4:20	4:33	
SF	1:18	4:17	4:55	5:24	3:43	4:05	4:20	1:54	3:43	4:11	3:17	3:01	:45	:42	5:11	3:41	3:07	5:09	5:09	:01	5:03	4:32	:55	0	3:29	1:21	4:48	2:56	4:32	4:53	
SEA	2:14	4:22	4:40	4:59	3:28	3:57	4:03	2:03	3:28	3:53	3:47	3:01	1:57	1:55	5:28	3:23	2:42	4:49	4:49	1:21	4:46	4:17	2:08	1:21	3:27	0	5:03	3:20	4:08	4:39	
TB	3:36	:50	1:42	2:22	2:00	1:34	1:52	3:03	2:00	1:59	1:35	2:04	4:16	4:18	:25	2:10	2:45	2:00	2:00	4:47	1:51	1:45	4:11	4:48	1:43	5:03	0	1:52	2:12	1:38	
TEX	1:44	1:28	2:27	3:07	1:36	1:39	2:04	1:18	1:36	2:00	:29	:54	2:25	2:27	2:15	1:43	1:43	2:46	2:46	2:55	2:37	2:09	2:20	2:56	1:06	3:20	1:52	0	2:25	2:23	
TOR	3:47	1:28	:40	:52	:49	:23	2:41	:52	:25	2:36	1:21	2:28	:52	1:27	:41	:41	4:31	:40	:27	4:31	:40	:27	4:31	:40	:27	4:31	4:08	2:12	2:25	0	:42
WSH	3:58	1:05	:04	:47	1:11	:48	:37	3:02	1:11	:47	2:26	1:53	4:34	4:36	1:51	1:16	1:58	:25	:25	4:52	:15	:23	4:33	4:53	1:25	4:39	1:38	2:23	:42	0	