2012-2016 BASIC AGREEMENT
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2012-2016 BASIC AGREEMENT

This Agreement, effective December 12, 2011, 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 Schedule 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. A championship season will not be scheduled over a period of less than 178 days or

more than 183 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 (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 preceding the regularly scheduled end of the championship season. (See Article VI(C) and Article XV(K)(6)(d), below.)

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 Major 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 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 1st 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 October 15th. 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 E 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. local time. 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) Beginning in 2013, 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.

(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;

(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 travel time required in-flight is 1½ hours or less.

(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 l P.M. are met.

(8) For the 2012 season, Clubs may be scheduled to play a road game starting after 5 P.M. even if such game is followed by a home off-day. On or before October 15, 2012, the Players Association may provide written notice to the Office of the Commissioner that beginning with the 2013 season, no Club shall be scheduled to play a road game starting after 5 P.M. if such game is a road game and is followed by a home off-day, unless:

(a) a later game is required to be scheduled pursuant to a national television agreement; or

(b) the road Club is playing at Texas on or after June 1.

If the Players Association provides such written notice, it also shall grant one additional exception only to a Club that is limited by its stadium lease agreement or a governmental regulation, in the number of day games it may play, and only after the Club has applied for and has been denied a waiver by its lessor or the local governmental authority.

(9) 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, scheduled the next day, between cities in which the in-flight time is

more than 1½ hours. In each season, the 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.

(10) To the extent reasonably practicable, open days shall be nontravel days, except as permitted in paragraph (11), below.

(11) An open day shall be scheduled for or following travel from cities in the Pacific time zone to cities in the Eastern time zone except that the Commissioner may schedule not more than seven (7) 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 (1) 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 20 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 24 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 All-Star Game. 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) 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.

(15) Doubleheaders shall not be scheduled on consecutive dates in the original schedule.

(16) 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.

(17) 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.

(18) Club championship season games shall not be played during the All-Star break. 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 this Agreement, except as shall be necessary to fulfill existing contractual or promotional commitments; provided further, however, that in no circumstance shall a Club be required to play in two consecutive years in such game, or be required to play more than twice during the term of this Agreement.

(19) 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 20 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.

E. 15/15 Realignment

Beginning with the 2013 championship season, the Office of the Commissioner will prepare a schedule based on the following criteria:

(1) There will be no more than 20 Interleague games. The bulk of Interleague play will be based on a rotating division format, but may include no more than one series against a prime inter-league rival unless they play two two-game series. In the years when the corresponding divisions are scheduled for Interleague play, two series of three or fewer games against the prime inter-league rival may be played.

(2) Each Club will play no fewer than 17 games against each Club in its division if the schedule is 181 days or more. Each Club will play no fewer than 18 games against each Club in its division if the schedule is 180 days or fewer.

(3) The original schedule may contain one home split doubleheader for each Club.

(4) The All-Star break will contain four days for all Clubs.

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:

2012—at the rate per season of $480,000;

2013—at the rate per season of $490,000;

2014—at the rate per season of $500,000;

2015—at the 2014 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 $500,000;

2016—at the 2015 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 2015 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) having 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:

2012—at the rate per season of $78,250;

2013—at the rate per season of $79,900;

2014—at the rate per season of $81,500;

2015—at the 2014 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 $81,500;

2016—at the 2015 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 2015 rate per season.

(3) For all Players signing a first Major League contract who are not covered by paragraph (2) above, the minimum salary for Minor League service shall be as follows:

2012—at the rate per season of $39,125;

2013—at the rate per season of $39,900;

2014—at the rate per season of $40,750;

2015—at the 2014 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 $40,750;

2016—at the 2015 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 2015 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 2015 salary rate: the applicable minimum salary rate for the 2014 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 2014 and the denominator of which is the CPIW for October 2013.

(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 2016 salary rate: the applicable minimum salary rate for the 2015 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 2015 and the denominator of which is the CPIW for October 2014.

(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 40% 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 determination 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), 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 XV(K)(6).

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*

Election of submission shall be communicated by the Player to the Association. Written notice of submission shall then be given by the Association on behalf of the Player to the designated representative of the Major League Baseball Labor Relations Department ("LRD") on the Filing Date, and the Association and the LRD shall exchange salary figures on the Exchange Date, set forth in the schedule below:

Year	Filing Date	Exchange Date
2012	Friday, January 13	Tuesday, January 17
2013	Tuesday, January 15	Friday, January 18
2014	Tuesday, January14	Friday, January 17
2015	Tuesday, January 13	Friday, January 16
2016	Tuesday, January 12	Friday, January 15

It shall be the responsibility of the Association during the period between the Filing Date and 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. In the event that the Player does not submit to arbitration, the rights and obligations of

the Club and Player shall be as they would have been had the salary arbitration procedure never been invoked.

(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 arbitration; 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 attendance as an indication of public acceptance (subject to the exclusion stated in subparagraph (b)(i) 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.

(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).

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.

On regularly scheduled commercial flights, 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.

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).

(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 wife 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 2012 championship season, the base daily allowance shall be $92.50, plus a cost of living adjustment rounded to the nearest $.50 as calculated in Article VII(B)(4) below. During the 2013, 2014, 2015 and 2016 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. Notwithstanding the foregoing, the daily allowance will not be reduced below $92.50 during 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 2012 season, the base allowance figure provided by this Agreement 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 2011 and the denominator of which is the CPIW for October 2010.

(b) To determine the allowance figure effective for the 2013 season, the allowance figure for the 2012 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2012 and the denominator of which is the CPIW for October 2011.

(c) To determine the allowance figure effective for the 2014 season, the allowance figure for the 2013 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2013 and the denominator of which is the CPIW for October 2012.

(d) To determine the allowance figure effective for the 2015 season, the allowance figure for the 2014 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2014 and the denominator of which is the CPIW for October 2013.

(e) To determine the allowance figure effective for the 2016 season, the allowance figure for the 2015 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2015 and the denominator of which is the CPIW for October 2014.

(See Attachment 31.)

(5) 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.

C. Spring Training Allowances

(1) During the 2012 spring training season, each Player shall receive a base weekly allowance of $291.50, and each Player living away from the Club's spring training headquarters also shall receive a base supplemental weekly allowance of $51.50, plus a cost of living adjustment for both allowances rounded to the nearest $.50. During the 2013, 2014, 2015 and 2016 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 $291.50, and the supplemental allowance will not be reduced below $51.50 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 2012, the base daily allowance shall be $82.50, plus a cost of living adjustment rounded to the nearest $.50. In 2013, 2014, 2015 and 2016, 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 $82.50 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) 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. Single Rooms on the Road

Each Player on a Club's Active List (including disabled Players who travel with the Club) 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.

E. 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(O)(7).)

F. In-Season Supplemental Allowances

(1) A Player shall be entitled to receive the "in-season supplemental allowance" provided by this Section F 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 full 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 F 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 F only for the days he serves on a Major League Club's active roster before his contract is reassigned to a Minor League club.

G. 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 full 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.

(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 full 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 full 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 G(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 G(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 their in-season residence is a hotel or motel, 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 the Off-Season*

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 rehabilitation work at any other site shall receive first-class air and hotel accommodations in accordance with Article VII(A)(1), the full 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 G(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).

(5) *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 full 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 G(7) below.

(6) Notwithstanding anything to the contrary in this Article VII(G), 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 G, 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 assignment. 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 to the maximum extent possible 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 last day of the championship season, the assignee Club shall pay the Player, for all moving and other expenses resulting from such assignment, the sum of $850 if the distance between the home ballparks of the assignor and assignee Clubs is 1,000 air miles or less; the sum of $1,150 if the distance between the home ballparks of the assignor and assignee Clubs is greater than 1,000 but less than 2,000 air miles; and the sum of $1,450 if the distance between the home ballparks of the assignor and assignee Clubs is equal to or 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 (1) 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 and (2) the reasonable and actual rental payments for living quarters 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. The Club paying reimbursement for rent shall have use and/or the right to rent such living quarters for the period covered by the rental reimbursement.

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.

Reimbursement shall be made by the assignee Club, except, should a Player's Contract be assigned from a Major League Club to a Minor League club, reimbursement shall be made by the assignor Major League 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 opportunity 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;

(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 A. 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 Senior Vice President, Standards and On-Field Operations or the incumbent Executive Vice President, Administration leaves that Office, the Association may reopen this Agreement, with reference solely to Section C of this Article as it affects the role of the Senior Vice President, Standards and On-Field Operations or the Executive Vice President, Administration, 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 Paragraph 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 A. 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 Senior Vice President, Standards and On-Field Operations or the Commissioner for conduct on the playing field or in the ballpark shall be subject exclusively to this Section C as follows:

(1) (a) The Office of the Commissioner will provide the Players Association with any applicable Umpire's Incident Report contemporaneously with the Notice of Discipline. 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 Executive Vice President, Administration, if

the discipline was imposed by the Senior Vice President, Standards and On-Field Operations, or to the Commissioner, if the discipline was imposed by him, for a hearing.

(b) Upon receipt of the notice of appeal, the Executive Vice President, Administration or the Commissioner, as the case may be, shall designate a time and place for hearing the appeal, which hearing shall be commenced within 14 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 14-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 14-day period.

(c) Hearings shall be conducted in accordance with the Rules of Procedure attached hereto as Appendix A. The Executive Vice President, Administration 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 Executive Vice President, Administration 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) Notwithstanding the provisions of paragraph (1) above, if any such discipline imposed upon a Player by the Senior Vice President, Standards and On-Field Operations involves a fine in an amount which exceeds $10,000 or a suspension exceeding 10 games, any complaint relating thereto shall be appealable from the decision of the Executive Vice President, Administration to the Commissioner for determination in the same manner and with the same effect as provided in paragraph 1(b) of Section A hereof.

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 Senior Vice President, Standards and On-Field Operations 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(L) 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 Senior Vice President, Standards and On-Field Operations, 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 Senior Vice President, Standards and On-Field Operations or the Commissioner, the Commissioner shall immediately give to the Association notice by mail of fines, and notice by facsimile of suspensions and of appeals for hearings.

D. Discovery

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.

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 $5,000 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 Senior Vice President, Standards and On-Field Operations or Commissioner.

(a) A fine imposed by the Senior Vice President, Standards and On-Field Operations or the Commissioner in excess of $5,000 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 Senior Vice President, Standards and On-Field Operations, 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 Senior Vice President, Standards and On-Field Operations 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. Investigations

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.

G. 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 fifteen 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 fifteen 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 three sites: (a) in the Club's home city; (b) on the road with the Club; or (c) at the Club's spring training facility; provided, however, that a Club may not direct that

a Player perform prescribed rehabilitation work for an injury at its spring training facility for a period of more than 20 days without the Player's written consent.

(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 the Club's spring training facility or in the Club's home city.

(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.

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-five (45) 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 forty (40) 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.

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. College Scholarship Plan

A Major League Player for whom there is in effect on or after January 1, 1973 a valid and unexpired scholarship under the College Scholarship Plan may commence or resume his studies under the Plan at any time within two years after his last day of Major League service. If his college studies have not commenced under the Plan within two years after his last day of Major League service, his scholarship shall terminate.

Otherwise, his scholarship shall continue unless he shall fail to attend college for more than two consecutive years after his last day of Major League service, without proper reason as set forth in Major League Rule 3(c)(5)(D). Participation by a Player in Winter League or Instructional League play shall constitute proper reason for tolling the time limitation in the preceding sentence.

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 full in-season meal and tip allowance under Article VII(B)(1), 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(F) (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

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.

(1) Article XIX(A)(3) Advance Consent;

(2) Article XIX(A)(3) Advance Consent (Free Agent Election Option);

(3) Consent to Rehabilitation Assignment;

(4) Consent to Transfer of Rehabilitation;

(5) Acknowledgement of Rehabilitation Directive at Club's Spring Training Facility;

(6) Consent to Continue Rehabilitation at Club's Spring Training Facility Beyond 20 Days;

(7) Notice of Contemplated Outright Assignment (To Players with Three or More Years of Major League Service or a Prior Outright Assignment);

(8) Notice of Contemplated Outright Assignment (To Players with "Super Two" Status);

(9) Notice of Contemplated Outright Assignment (To Players with Five or More Years of Major League Service);

(10) Notice of Contemplated Outright Assignment Under Article XIX(C)(2)(a) (To Injured "Super Two" Players);

(11) Notice of Contemplated Optional Assignment (To Players with Five or More Years of Major League Service);

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

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

(14) 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. Further, 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.

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.

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 former 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. International Play

(1) *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:

(a) outside the United States and Canada; or

(b) within or without the United States or Canada against a foreign club or clubs.

Notwithstanding the foregoing, International Play shall not include:

(i) Championship Season, All-Star, Wild Card, Division Series, League Championship Series and World Series games played in the United States and/or Canada; and

(ii) 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: (v) the Office of the Commissioner shall give the MLBPA written notice of each such exhibition game on or before February 1 of each year during the term of the Basic Agreement, (w) 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; (x) a Club may not schedule more than two such exhibition games in any spring training period; (y) no more than 25% of participating Players in the game are on the 40-man roster; and (z) 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.

(2) *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.

(3) *Prior Agreement Required*

The Clubs agree that there will be no International Play conducted anywhere in the world at any time without the prior consent of the Association.

(4) *All International Play Subject to Joint Cooperation*

The Association and the Clubs shall cooperate with each other regarding International Play, including the business opportunities arising out of or specifically related to International Play, such as media and sponsorship contracts. In this regard, the Association and the Clubs agree to honor reasonable requests of each other to be present when International Play is discussed with third parties. Moreover, the Association and the Clubs agree that in discussions with third parties regarding International Play, third parties will be advised that the Clubs cannot enter into agreements that bind the Players or the Association, and that the Association cannot enter into agreements that bind the Clubs.

(5) *International Play Meetings*

In furtherance of joint efforts to develop the sport internationally, the Association and the Office of the Commissioner, on behalf of the Clubs, agree to (i) meet regularly to ensure continued collaboration and cooperation and (ii) keep the other informed regarding all contemplated or planned International Play. The parties shall meet as often as they deem necessary, but in any event within fifteen (15) days following a meeting request from either party.

(6) *Staging of International Play Events*

During each year of the Basic Agreement, and subject to the requirements of Section XV(K)(3) above, the parties will cooperate in staging International Play events as follows.

(a) The parties will agree prior to March 1, 2012 on a tentative schedule of proposed International Play events for each year of the term of the Basic Agreement. In determining the schedule of events, the parties will consider a variety of factors, including strategic opportunities for expanding the international popularity of baseball, with the recognition that not all events will be profitable. After a tentative schedule has been established, a party may withdraw its consent to participate in an event only if: (i) a participation agreement with an event sponsor has not been executed; and (ii) the party has a reasonable basis for its decision to withdraw.

(b) The terms and conditions of the participation of Players in International Play shall be negotiated by the Association and the Office of the Commissioner in advance and, to the extent possible, the parties will agree, by March 1, 2012, on standard terms and conditions governing each event, including the categories of items that will be considered proper event expenses and fixed stipends to be provided to Players.

(c) All direct expenses, including, but not limited to, Club replacement costs, travel costs, fees and/or prizes, shall be funded, to the extent practicable, by revenues or rights fees from third parties. Notwithstanding the foregoing, compensation paid to Players for their participation in an event shall not be considered a direct expense and shall be deducted from the Players Association's share of the revenue, and compensation paid to managers, coaches, and trainers shall not be considered a direct expense and shall be deducted from the Office of the Commissioner's share of the revenue. The Association and the Office of the Commissioner shall negotiate and agree upon the budget for direct expenses on a project-by-project basis. For each such project, the Association and the Office of the Commissioner, on behalf of the Clubs, shall each be entitled to direct the distribution of one-half of any of the remaining revenues or rights fees from third parties after payment of the direct event expenses. (See Attachment 30.)

(d) The Office of the Commissioner and the Association shall negotiate separate dates and rules to govern those Clubs and Players participating in an International Opener (see Articles V(A) and VI(C)) with the goal being to replicate as closely as possible the rights and obligations that otherwise would have existed.

(e) The parties will agree upon a plan on or prior to March 1, 2012 to expand and promote the marketing of retail products bearing event logos, and a plan to promote the marketing of jointly-licensed productions in conjunction with each event.

(7) *Club and Player Participation in International Play Events*

(a) Each Major League Club and the respective players on the Club will be required to participate in up to one International Play

event during the term of the Basic Agreement. If a Club participates in an International Play event during the Championship Season, all Players on the Club will be required to participate in the event regardless of whether such Players participated in an International Play event during the Championship Season while a member of another Club.

(b) With respect to off-season events, the Association, after consulting with the Office of the Commissioner, will use best efforts to recruit players who would be most marketable for the specific event at issue. The Clubs agree to grant permission for player participation in off-season events absent a reasonable basis to deny such participation. The Commissioner will use his authority under the Major League Constitution and/or the Major League Rules to enforce the preceding sentence.

(c) 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).

(d) 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.

L. 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.)

M. 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.

N. 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.

O. All-Star Game

(1) *World Series Home Field Advantage*

The World Series home field advantage shall be awarded each year to the team representing the League that prevails in that year's All-Star Game.

(2) *Roster*

The roster for each All-Star team shall be 34 players, with 21 position players and 13 pitchers.

(3) *Designated Hitter*

Both the National League team and the American League team will utilize the Designated Hitter Rule (see Official Baseball Rule 6.10(b)) regardless of whether the game is played in an American League or a National League ballpark.

(4) *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 managers of the American and National League teams, in consultation with the Commissioner's Office, shall select in the case of the American League seven (7), and in the case of the National League nine (9) players (the "additional players"), of whom five (5), in both instances, shall be pitchers. Final authority for the selection of additional players shall reside with the managers of the All-Star teams.

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

(e) <u>Mandatory Participation</u>

(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) *Sunday Pitcher Rule.* Any starting pitcher elected or selected to the All-Star team who makes a start on the Sunday immediately preceding the All-Star Game ("Sunday Pitcher") shall have the option to participate or not participate in the All-Star Game. If such starting pitcher elects to participate in the All-Star Game, he will not be permitted to pitch for more than one inning, and he may also inform his manager that he should be removed from the game if he reaches a certain pitch count (irrespective of whether he has completed one inning), provided such pitch count is reasonable. If a Sunday Pitcher who was originally named to the team elects not to participate in the All-Star Game, 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 be encouraged to attend and be announced at the All-Star Game.

(iii) 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.

(f) Substitutions. In the event a player who is a player selection does not participate in the All-Star Game pursuant to paragraph 4(e) above, the priority of substitution shall be the player balloting, except that the manager will make the selection if: (i) 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, are unable to participate in the game or, if a Sunday Pitcher is next in the balloting, he elects not to play in the All-Star Game; or (ii) the Office of the Commissioner and the Players Association accept the recommendation of the manager to deviate from the player balloting. 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 (or, in the case of a Sunday Pitcher, if he elects not to play in the All-Star Game). In the event that a player who is a fan or manager selection is unable to play in the All-Star Game, the manager 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.

(5) *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 4(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.

(6) *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.

(7) *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 VII(E).)

(8) *Players Trust Benefits*

(a) The Office of the Commissioner shall contribute $700,000 to the Players Trust on or before July 31, 2012; $750,000 to the Players Trust on or before July 31 in each year 2013, 2014 and 2015; and $800,000 to the Players Trust on or before July 31, 2016.

(b) 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.

(c) 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.

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 the 3 days after the date of the notice, or 8 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.

(c) A Player who elects to become a free agent under this paragraph (2) shall immediately be eligible to negotiate and contract with any Club without any restrictions or qualifications. Such Player 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).

(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. E.D.T., the Office of the Commissioner shall notify the Association, by facsimile transmission, 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 10 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 10-day period.

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 telegraph 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 notice to the Player by telephone or by sending a telegraph notice of termination to the Player. In addition, the Player may make a collect telephone call to 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 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.)

With the exception of an untimely tender or renewal, any inadvertent error in the tendering or renewal of a contract 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 reexercised a renewal in conformance with all applicable rules within seven (7) days after receipt by the Club of written notice of such defect. In the event of an untimely tender or renewal, the Player shall immediately become a free agent under paragraph (2)(c) or (2)(d) above, whichever is applicable, and the Club shall have no right to cure such a tender or renewal. (But see Article VI(B)(3).)

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. Players 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 9:00 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 11:59 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 negotiate 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 ("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 Labor Relations Department ("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 seventh 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 Qualifying 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 before 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 provided that the execution of the Minor League contract and the subsequent assignment were not the product of an agreement or understanding designed to circumvent Article XX(B)(3) and (4).

(b) Former Club. The former Club of a Qualified Free Agent subject to compensation shall receive an amateur draft choice ("Special Draft Choice") in the next Rule 4 Draft. Clubs that have lost Qualified Free Agents subject to compensation shall receive a Special Draft Choice in the reverse order of their won-lost percentage in the recently completed season, with the selections beginning immediately following the last regular selection in the first round of Rule 4 Draft. If a Club is entitled to more than one Special Draft Choice, its selections will be slotted in succession. If two or more Clubs are tied, the Clubs shall select in the reverse order of their winning percentages in the season prior to the recently completed season, with any remaining ties to be resolved based on preceding season winning percentages.

(c) Signing Club.

i. A Club that signs one Qualified Free Agent who is subject to compensation shall forfeit its highest available selection in the next Rule 4 Draft. A Club that signs more than one Qualified Free Agent subject to compensation shall forfeit its highest remaining selection in the next Rule 4 Draft for each additional Qualified Free Agent it signs. Notwithstanding the above, a Club shall not be required to forfeit a selection in the top ten of the first round of the Rule 4 Draft, and its highest available selection shall be deemed its first selection following the tenth selection of the first round.

ii. A Club's highest available selection in the next Rule 4 Draft shall be determined after accounting for any selections the Club forfeited for exceeding its Signing Bonus Pool in the Rule 4 Draft. With the exception of draft selections awarded to a Club pursuant to Major League Rule 4(c)(2), all of a Club's draft selections will be subject to forfeiture pursuant to subsection 4(c)(i)

above, including draft selections obtained through assignments, draft selections obtained in the Competitive Balance Lotteries and Forfeited Draft Pick Lotteries, and draft selections awarded as compensation pursuant to subsection 4(b) above.

(5) *Miscellaneous*

(a) Any Club signing a contract with a Player under this Section 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 Section 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 Section 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 Section 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 Section D shall immediately be eligible to negotiate and contract with any Club without any restrictions or qualifications. Such Player 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 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 Association, 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 3 days after the date of the notice, or 8 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 Section 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. 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. 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 Senior Vice President, Standards and On-Field Operations 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). (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 Schedule 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) "Tax Threshold" shall be defined as provided in Section B below.

(10) "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 Tax Threshold.

(11) "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.

(12) "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 a final Actual Club Payroll that exceeds the Tax Threshold applicable in that Contract Year ("Tax Threshold") shall be assessed a Competitive Balance Tax on the difference between its final Actual Club Payroll and the Tax Threshold. A Club with a final Actual Club Payroll at or below the Tax Threshold shall incur no Competitive Balance Tax for that Contract Year.

(2) *Tax Thresholds*

The Tax Threshold shall be $178 Million in the 2012 Contract Year, $178 Million in the 2013 Contract Year, $189 Million in the 2014 Contract Year, $189 million in the 2015 Contract Year and $189 Million in the 2016 Contract Year.

(3) *Tax Rates*

The Competitive Balance Tax rates are provided below.

(a) For a Club that has an Actual Club Payroll above the Tax Threshold in the 2012 Contract Year, the applicable Competitive Balance Tax rate shall be:

(i) 20% if the Club did not exceed the Tax Threshold in the 2011 Contract Year;

(ii) 30% if the Club's Competitive Balance Tax rate in the 2011 Contract Year was 22.5%;

(iii) 40% if the Club's Competitive Balance Tax rate in the 2011 Contract Year was 30%; and

(iv) 42.5% if the Club's Competitive Balance Tax rate in the 2011 Contract Year was 40%.

(b) For a Club that has an Actual Club Payroll above the Tax Threshold in the 2013, 2014, 2015, or 2016 Contract Year, the applicable Competitive Balance Tax rate shall be:

(i) 17.5% if the Club did not exceed the Tax Threshold in the preceding Contract Year;

(ii) 30% if the Club's Competitive Balance Tax rate in the preceding Contract Year was 17.5% or 20%;

(iii) 40% if the Club's Competitive Balance Tax rate in the preceding Contract Year was 30%; and

(iv) 50% if the Club's Competitive Balance Tax rate in the preceding Contract Year was 40, 42.5%, or 50%.

(4) *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 distribu-

tions, 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 and used for the purposes set out in Article XXV.

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) <u>General Rule</u>

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 and within the Contract Year of 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) that pay(s) it during the Contract Year in which it is paid. All bonuses earned after the Contract Year of the assignment shall be included in the Actual Club Payroll of the assignee Club, provided that the contract is not assigned again.

(iii) Cash Consideration: An assignor Club that pays cash consideration in lieu of assigning an unnamed player or to defray all or part of the salary obligation of the assignee Club for an assigned Player shall include such cash consideration in its Actual Club Payroll in the Contract Year in which the cash consideration is paid; provided, however, that any such cash consideration included as part of a Player assignment made during the 2016 Contract Year but not payable until the 2017 Contract Year shall be included in the assignor Club's 2016 Actual Club Payroll to the extent that the assignee Club does not have equivalent salary obligations under Player contracts obtained in the assignment in the 2017 championship season or beyond. Any cash consideration that is, pursuant to the preceding sentence, 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.

(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 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. If such a Player has a Base Salary expressly payable only over the portion of the championship season that the Player is on the Club's Active List, the Club shall include in Actual Club Payroll the entire Base Salary attributable to that Contract Year.

(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, subject to subparagraph (f) below.

(f) Outright Assignment to a Minor League club

If a Uniform Player's Contract is assigned outright to a Minor League club, the Club shall exclude from its Actual Club Payroll such pro rata portion of the Salary attributable to that Contract Year as the number of days during the championship season that the Player was off the Major League Club's 40-man roster bears to the number of days in the championship season; provided, however, that the above exclusion shall not apply to: (i) the day on which a Club outrights a Player for assignment; (ii) the days in which a Player is in the status of a "designated player" under Major League Rule 2(k); or (iii) the Salary of any Player whose Contract has been assigned outright to a Minor League club for the purpose of defeating or circumventing the intention of the Parties as reflected by this Article XXIII.

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(E)) and "in-season supplemental allowances" (as described in Article VII(F));

(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 (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. Notwithstanding the foregoing, the amount of Player medical costs included in "Benefits" may not increase by more than 10% each Contract Year beginning with the increase from the 2013 to the 2014 Contract Year.

For each of the 2012 and 2013 Contract Years, the Clubs' Benefits or Player Benefit Costs shall be $323,987,700 ($10,799,590 per Club).

(2) *Limitation on Annual Increase*

Notwithstanding the foregoing, beginning with the increase from the 2013 to the 2014 Contract Year, the annual rate of increase for

the Clubs' Benefits or Player Benefit Costs in any Contract Year may not exceed 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 attributable 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" of the Contract (plus any bonuses subsequently included by operation of Section E(4) below). "Average Annual Value" 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.

(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 Average Annual Value 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 Average Annual Value 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 consid-

ered "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 guaranteed 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.

(iii) The Parties recognize that Uniform Player's Contracts have covered and may cover championship seasons that could be characterized under the above definitions as both "Club Option Years" and "Player Option Years" (hereinafter referred to as a "Mutual Option Year"). Salaries under any such Contract that cannot extend beyond the 2016 Contract Year shall be calculated as if the Mutual Option Year is a Player Option Year. Salaries under any such Contract that can extend beyond the 2016 Contract Year shall be calculated as if the Mutual Option Year is a Player Option Year unless, pursuant to subparagraph (c)(ii) below, the "Club Option Year Value" exceeds 122.5% of the "Highest Guaranteed Year Value" prior to the Mutual Option Year, or its substitute. In the latter event, Salaries under the Contract shall be calculated as if the Mutual Option Year is a Club Option Year and the calculation called for in subparagraph (c)(ii)(B) below shall be made and the entire Signing Bonus shall be allocated over the Guaranteed Years prior to the Mutual 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 Buyout"), 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 or Tax Refund

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) may elect to:

(A) 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; or

(B) receive a distribution from the $2.7 million in Competitive Balance Tax proceeds collected pursuant to Article XXIII(H)(1) of the 2006 Basic Agreement in the amount of any Competitive Balance Tax paid by that Club for any Contract

Year as a result of the previous inclusion of the Buyout in the Club's final Actual Club Payroll. If distributions paid to Clubs under this subparagraph ii(B) exhaust the proceeds described in Article XXIII(H)(1) of the 2006 Basic Agreement, additional distributions shall be paid to Clubs from the Competitive Balance Tax proceeds described in Section H below. Except as required by the parties' other related commitments, such additional distributions will be deducted from each use described in Section H(1)-(4) in proportion to each use's share of total Competitive Balance Tax proceeds for that Contract Year.

(c) Club Option Years

(i) General Rule. 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.

(ii) Contracts Extending Into 2017 or Beyond. This subparagraph (ii) shall apply only to a Uniform Player's Contract that includes one or more Club Option Years that fall in the 2017 Contract Year or later.

(A) Special Definitions. For the purposes of this subparagraph (ii) only, the following definitions shall apply:

"Club Option Year Value" shall be the Salary attributed to a Club Option Year under subparagraph (i) above, plus any potential bonuses (other than Award Bonuses) attributable to that Year, minus any Option Buyout that relates to that Club Option Year.

"Highest Guaranteed Year Value" shall be the sum of the Base Salary plus any attributed Signing Bonus, deferred compensation or annuity costs, plus any potential bonuses (other than Award Bonuses) in the Guaranteed Year of the Contract with the highest such sum; provided, however, that if the Highest Guaranteed Year Value is itself greater than 127.5% of the Average Annual Value of the Contract, then 127.5% of the Average Annual Value of the Contract shall be substituted for the Highest Guaranteed Year Value in the calculation called for by subparagraph (ii)(B) below.

(B) Rule. If the Club Option Year Value exceeds 122.5% of the Highest Guaranteed Year Value, then the difference between the Club Option Year Value and 122.5% of the Highest Guaranteed Year Value shall be treated as a Signing Bonus in the calculation of the Contract's Average Annual Value.

(C) Potential Tax Refund. If a Club Option Year in a Uniform Player's Contract subject to this subparagraph (ii) is not exercised, any Club (including a Club to which the Contract was assigned) that paid Competitive Balance Tax in a Contract Year in which that Club's final Actual Club Payroll included an amount attributed under subparagraph (ii) shall receive a distribution from the Competitive Balance Tax proceeds as described in subparagraph (b)(ii)(B) 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 payment) 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 a Player Option Year falls in the 2017 Contract Year or later, and the Base Salary (plus any attributed Signing Bonus, deferred compensation or annuity costs) in the Player Option Year ("Player Option Year Value") is less than 80% of the Base Salary (plus any attributed Signing Bonus, deferred compensa-

tion or annuity costs) in the Guaranteed Year with the smallest such figure before the first such Player Option Year (80% Figure), then the difference between the 80% Figure and the Player Option Year Value 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 Average Annual Value 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 Average Annual Value calculation set out immediately above.

(iii) Potential Tax Refund. If a Player exercises or chooses not to nullify a Player Option Year subject to subparagraph (d)(ii) above, any Club (including a Club to which the Contract was assigned) that paid Competitive Balance Tax in any Contract Year in which that Club's final Actual Club Payroll included an amount attributed under subparagraph (ii) above shall receive a distribution from the Competitive Balance Tax proceeds as described in subparagraph (b)(ii)(B) 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 calculated 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 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 infor-

mation 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(4)(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 involv-

ing 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:

(i) 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.

(ii) 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 Average Annual Value 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(4) above shall be used as follows.

(1) The first $2,375,400 of proceeds collected for each Contract Year shall be used to fund benefits to Players, as provided in the Major League Baseball Players Benefit Plan Agreements.

(2) 50% of the remaining proceeds collected for each Contract Year, with accrued interest, shall be used to fund benefits to Players, as provided in the Major League Baseball Players Benefit Plan Agreements.

(3) 25% of the remaining proceeds collected for each Contract Year shall be contributed to the Industry Growth Fund and, with accrued interest, used for the purposes set out in Article XXV.

(4) 25% of the remaining proceeds collected for each Contract Year, with accrued interest, shall be used to defray the Clubs' funding obligations arising from the Major League Baseball Players Benefit Plan Agreements.

I. Sunset

There shall be no Competitive Balance Tax in place following the 2016 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 2016 Contract Year) 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 "2012," "2013," "2014," etc., or the "2012 Revenue Sharing Year," the "2013 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. "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 con-

nection 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., Baseball Television, Inc., Major League Baseball Enterprises, Major League Baseball Advanced Media, Inc., The MLB Network, LLC, the Copyright Arbitration Royalty Panel, superstation agreements between the Commissioner's Office and the Clubs whose games are transmitted on a distant signal ("Superstation Agreements"), 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) "Qualified Broadcast Revenue Increase" shall mean: (a) an increase in broadcast revenue that is equal to or greater than 10% of a Club's prior-year broadcast revenue as included in its Net Local Revenue (Part II, Section A of the FIQ); and (b) is attributable to a new, amended, or revised contractual agreement (whether executed or not), or to a related party adjustment of its Net Local Revenue, that was not reflected in the Club's projected 2013 Net Local Revenue that was used to calculate its Performance Factor as set forth in Attachment 26.

(9) "Revenue Sharing Plan" or "Plan" shall mean the local revenue sharing agreement set forth in this Article XXIV and it shall consist of a Base Plan, a Supplemental Plan and the Commissioner's Discretionary Fund.

(10) The "Base Plan" shall be a 34% straight pool plan. The amount of net payment or net receipt under the Base Plan for each Major League Club shall be determined as follows: Each Club contributes 34% of its Net Local Revenue from the prior Revenue Sharing Year, net of postseason revenue (line 17 of the FIQ), to a putative pool; that pool is then divided equally among all Clubs, with the difference between each Club's payment into the putative pool and its receipt therefrom producing the net payment or net receipt for that Club. For purposes of the Base Plan in the 2012 Revenue Sharing Year only, the Miami Marlins' Net Local Revenue will be $100 million.

(11) Those Clubs that receive net receipts in a given Revenue Sharing Year under the Base Plan shall be referred to for that year as "Base Plan Payee Clubs." Those Clubs that make net payments in a given Revenue Sharing Year under the Base Plan shall be referred to for that year as "Base Plan Payor Clubs." Clubs that pay more than they receive under the combination of the Base Plan and Supplemental Plan shall be referred to as "Net Revenue Sharing Payor Clubs." Clubs that receive more than they pay under the combination of the Base Plan and Supplemental Plan shall be referred to as "Net Revenue Sharing Payee Clubs."

(12) "Net Transfer Value" of the Revenue Sharing Plan (prior to the operation of the Commissioner's Discretionary Fund and the market disqualification mechanism described in subparagraph 15 below) shall mean the aggregate of the net amounts paid under the combination of the Base Plan and the Supplemental Plan by the Net Revenue Sharing Payor Clubs. In each Revenue Sharing Year, the Net Transfer Value of the Revenue Sharing Plan (prior to the operation of the Commissioner's Discretionary Fund and the market disqualification mechanism described in subparagraph 15 below) shall be the Net Transfer Value that would be produced in that Revenue Sharing Year by a 48% straight pool plan.

(13) The Revenue Sharing Plan shall also have a "Supplemental Plan" which shall be reallocated among the Clubs as follows:

(a) Net Transfer Value. In each Revenue Sharing Year, the Net Transfer Value of the Supplemental Plan shall be the amount necessary, when added to the Net Transfer Value of the Base

Plan, to produce the total Net Transfer Value of the Revenue Sharing Plan described in subparagraph 12 above. Any netting that results from a Club having a different status under the Base Plan and the Supplemental Plan (e.g., Base Plan Payor Club and Recipient Club under the Supplemental Plan) will be resolved by increasing the Net Transfer Value of the Supplemental Plan.

(b) Calculation. In each Revenue Sharing Year, the Supplemental Plan shall be reallocated among the Clubs based on each Club's applicable Performance Factor. The Performance Factors are set forth in Attachment 26 hereto. Clubs with a positive Performance Factor shall be "Contributors" under the Supplemental Plan and Clubs with a negative Performance Factor shall be "Recipients" under the Supplemental Plan.

(i) Contributors. To determine the amount of money to be reallocated from a Contributor, multiply the Net Transfer Value of the Supplemental Plan by that Contributor's Performance Factor applicable in that Revenue Sharing Year.

(ii) Recipients. To determine the amount of money to be distributed to a Recipient, multiply the Net Transfer Value of the Supplemental Plan by that Recipient's Performance Factor applicable in that Revenue Sharing Year.

(c) Adjustment of Performance Factors.

(i) Triggering Events.

A Club's Performance Factor may be adjusted, one time during this Agreement, if a Qualified Broadcast Revenue Increase is reported by the Club to or otherwise becomes known by the Office of the Commissioner by November 15, 2014 ("New Broadcast Adjustment"). Depending on the timing of a Club's Qualified Broadcast Revenue Increase (which timing is described in subparagraph c(ii) below), the adjustment will result in a single new Performance Factor for 2015 and 2016 or a new Performance Factor for 2015 and a new Performance Factor for 2016. In the event a Qualified Broadcast Revenue Increase is reported by the Club or otherwise becomes known after November 15, 2014, the New Broadcast Adjustment will be deferred until the end of this Agreement.

(ii) Adjustment Mechanism.

The Performance Factor of a Club that is subject to a New Broadcast Adjustment will be recalculated by adding a Qualified Broadcast Revenue Increase to the Net Local Revenue that was used to calculate its original Performance Factor as set forth in Attachment 26. If a Club's Qualified Broadcast Revenue Increase occurs in the 2012, 2013, 2014 or 2015 Revenue Sharing Year, the full amount of the Club's Qualified Broadcast Revenue Increase shall be used for the calculation. If, on the other hand, a Club's Qualified Broadcast Revenue Increase is known by November 15, 2014, but does not take effect until the 2016 Revenue Sharing Year, 50% of the amount of the Qualified Broadcast Revenue Increase will be used to calculate its new Performance Factor for 2015 and 2016.

Once the necessary adjustments are made for all Qualified Broadcast Revenue Increases, the Performance Factors for all Clubs shall then be recalculated using a straight pool formula.

(d) Distribution. The Administrator, with each set of estimated payments under the Base Plan (see Section C(2)(a), below), shall disseminate to the Clubs an estimate of the reallocations and distributions to be made under the Supplemental Plan for that Revenue Sharing Year. Reallocations from the Contributors will be made by reducing the post-season distributions of the Major League Central Fund money those Clubs would have received during that Revenue Sharing Year but for the operation of the Supplemental Plan. Recipients shall receive their distributions of the Supplemental Plan on December 1 of each Revenue Sharing Year. Adjustments to these reallocations and distributions caused by changes in any Net Local Revenue figures shall be made at the time of the next distribution under the Base Plan.

(14) 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.

(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.

(15) As set forth in Attachment 26, the top fifteen Clubs by market rank shall be subject to a revenue sharing disqualification in the 2013-16 Revenue Sharing Years. In 2013, market-disqualified Clubs will forfeit 25% of the net revenue sharing proceeds they otherwise would have been entitled to receive under the combination of the Base Plan and the Supplemental Plan. In 2014, market-disqualified Clubs will forfeit 50% of the net revenue sharing proceeds they otherwise would have been entitled to receive under the combination of the Base Plan and the Supplemental Plan. In 2015, market-disqualified Clubs will forfeit 75% of the net revenue sharing proceeds they otherwise would have been entitled to receive under the combination of the Base Plan and the Supplemental Plan. In 2016, market-disqualified Clubs will forfeit 100% of the net revenue sharing proceeds they otherwise would have been entitled to receive under the combination of the Base Plan and the Supplemental Plan. Beginning with (but not before) their first full season of operation in a new stadium, the Oakland Athletics shall be subject to the same-percentage revenue sharing disqualification that applies to other market-disqualified Clubs in the given Revenue Sharing Year.

(a) Distribution of Market Disqualification Proceeds: Except as provided by subparagraph 15(b) below, revenue sharing proceeds forfeited by market-disqualified Clubs by operation of this subparagraph 15 shall be refunded to Net Revenue Sharing Payor Clubs. Net 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 15(a) above, a Net 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 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 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. Net 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: Except as provided by subparagraph (vii)(C) below, a Net 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 Net 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 Net 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 Net 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 2: A Net 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 2012 Revenue Sharing Year -

(A) A Club that was not a 2011 CBT Payor Club is a Tier 1 Club if it is a CBT Payor Club in 2012.

(B) A Club that was not a 2010 CBT Payor Club but was a 2011 CBT Payor Club is a Tier 2 Club if it is a CBT Payor Club in 2012.

(C) A Club that was a CBT Payor Club in 2011 for the second consecutive Contract Year is a Tier 3 Club if it is a CBT Payor Club in 2012.

(D) A Club that was a CBT Payor Club in 2011 for the third consecutive Contract Year is a Tier 4 Club if it is a CBT Payor Club in 2012.

(E) A Club that was a CBT Payor Club in 2011 for the fourth (or more) consecutive Contract Year is a Tier 5 Club if it is a CBT Payor Club in 2012.

There will be no distribution of market disqualification proceeds in the 2012 Revenue Sharing Year.

(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) Starting in 2012, 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) 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 2013 Revenue Sharing Year but is not a CBT Payor Club in 2013 will receive its full Market Disqualification Refund in 2013, and will be a Tier 3 Club if it is a CBT Payor Club in 2014.

(viii) Distribution of Forfeited Refunds: Amounts forfeited in a given Revenue Sharing Year by operation of this subparagraph 15(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 Vanguard Plan.

(B) 50% of forfeited amounts shall be distributed to Net 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 Net Revenue Sharing Payee Clubs in proportion to the amount of revenue sharing proceeds they received.

(16) 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, by means of a combination of the Base Plan and the Supplemental Plan, 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*

(a) Gate Receipts. The functions formerly handled by the League Offices shall be funded in a substantially equivalent fashion as they have been in the past.

(b) Central Revenue. Except as expressly provided in Sections A(13) and A(14) above, 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., Baseball Television, Inc., Major League Baseball Enterprises, Major League Baseball Advanced Media, Inc., The MLB Network, LLC, the Copyright Arbitration Royalty Panel, Superstation Agreements, the All-Star Game and national marketing and licensing. Notwithstanding the preceding sentence and except as expressly provided in Sections A(13) and A(14) above, 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 2011 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" standards 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 (from the Base Plan, the Supplemental Plan and 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 submit 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 Net 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: 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.

(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 traditionally 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 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 under the Base Plan to the Administrator in each year of the Revenue Sharing Plan under the following schedule:

	Reporting Date	Payment Date	Distribution Date	Amount of Payment
Payment 1	May 15	May 25	June 1	33% of Estimated Annual Net Payment
Payment 2	July 15	July 25	August 1	66% of Estimated Annual Net Payment Less: Payment 1
Payment 3	September 15	September 25	October 1	100% of Estimated Annual Net Payment Less: Payments 1 and 2
Payment 4	November 15	November 25	December 1	Post-Season True-Up, Unaudited
Payment 5	March 31	June 7	June 15	Final Determination of Annual Net Payment Based on Audited Results

(i) The "Reporting Date" shall be the date on which the Clubs submit their most recent estimate of Net Local Revenues.

(ii) The "Payment Date" shall be the date on which the Net 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 date on which the Administrator distributes estimated amounts to Net Revenue Sharing Payee Clubs based on the updated revenue sharing calculation.

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 relating to the payment and distribution of net payments and receipts and the resolution of such disputes.

The Supplemental Plan shall operate as provided in Section A(13), above. The Commissioner's Discretionary Fund shall operate as provided in Section A(14), 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 Base Plan Payor Clubs and the amounts of payments received by individual Base Plan Payee Clubs;

(c) the amounts contributed and received by Clubs under the Supplemental Plan; or

(d) 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 (l), (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 limited 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(14)(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(14)(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(14)(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.

(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 practicable, 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—The Industry Growth Fund

A. Objective and Purposes

The Parties shall maintain the Industry Growth Fund ("IGF") established under the 1997 Basic Agreement. The objective of IGF is to promote the growth of baseball in the United States and Canada, as well as throughout the world. To this end, IGF will be operated jointly by Players and Clubs in furtherance of the following purposes:

(1) to enhance fan interest in the game;

(2) to increase baseball's popularity; and

(3) to ensure industry growth into the 21st Century.

B. Joint Activities

In furtherance of the purposes described above in Section A, the Parties shall make funds available to IGF for joint activities supervised by the Association and the Clubs in the following areas:

(1) licensing, promotional, advertising and marketing projects;

(2) international development, including Player tours, licensing, media relations and support for baseball federations throughout the world;

(3) development and use of new media technology;

(4) community service activities;

(5) enhancement in popularity and revenue growth among those Clubs that are or have been Payee Clubs under Article XXIV during the term of this Agreement, with particular attention to the interests of cities and communities in the retention of Major League Clubs (provided that funds are distributed based on investment criteria and not as automatic supplements to revenue sharing pursuant to Article XXIV); and

(6) any other joint activities deemed by the Parties to be in furtherance of the purposes of IGF.

C. Administration

(1) *Board of Directors*

(a) The Parties shall maintain a Board of Directors of IGF ("the IGF Board"), consisting of seven members. The Executive Director of the Association and the Executive Vice President, Labor and Human Resources of the Office of the Commissioner, or their designees, shall serve as Co-Chairs of the IGF Board. The Association and the LRD, on behalf of the Clubs, shall each appoint two additional members ("Association Members" and "Club Members," respectively). One additional member ("Independent Member") shall be appointed jointly by the LRD, on behalf of the Clubs, and the Association. The Independent Member shall not be a current employee, vendor, contractor, partner, member of, or consultant to, any Club, the LRD, the Association or any other centrally-operated Baseball entity. The IGF Board shall consist of the two Co-Chairs, the two Association Members, the two Club Members and the one Independent Member.

(b) It shall be the responsibility of the IGF Board to oversee the operation and activities of IGF. The IGF Board shall meet in person at least three times each year. The IGF Board may also hold conference calls and receive reports and other information about the activities and operation of IGF.

(2) *Co-Operating Officers*

The Association and the LRD, on behalf of the Clubs, shall each appoint one Co-Operating Officer for IGF. The responsibilities of the Co-Operating Officers shall be:

(a) to work together in the operation and administration of IGF on a day-to-day basis;

(b) to formulate, plan and agree upon joint activities (including budgets, contractors and/or vendors therefor) as described in Section B above;

(c) to consult with the IGF Board regarding joint activities (including budgets, contractors and/or vendors therefor) as described in Section B above and as agreed upon by the Co-Operating Officers; and

(d) to otherwise make regular reports to the IGF Board about current and future IGF activities.

D. Dispute Resolution

(1) *Disputes Concerning Joint Activities*

Any dispute concerning a decision whether or not to participate in a joint activity, including disputes over budgets, the selection of contractors and/or vendors therefor, shall be resolved by the Co-Chairs of the IGF Board and, absent resolution by them, such joint activity shall not be undertaken. Decisions by the Co-Chairs with respect to this type of dispute shall be final and binding upon the Parties.

(2) *Disputes Subject to Resolution by the Independent Member*

Any dispute regarding the day-to-day operations of IGF (other than the disputes described in paragraph (1) above) shall be subject to resolution by the Independent Member. Either of the Co-Operating Officers shall have the right to bring such a dispute to the attention of the Independent Member by written notice within seven (7) business days from the date such dispute arises, with a copy simultaneously to the other Co-Operating Officer. The Independent Member, within five (5) business days from receipt of such written notice, shall render a decision resolving the dispute. In reaching the decision, the Independent Member shall accord paramount consideration to the objective and purposes of IGF, as described in Section A above, as well as to the funding available to IGF, as described in Section E below. The Independent Member's decision resolving the dispute shall be in writing with a brief explanation of the reasons

therefor. The decision of the Independent Member shall be final and binding upon the Parties.

(3) *Other Disputes*

Except for disputes subject to paragraph (1) or (2) above, nothing in this Article XXV is intended to affect either the substantive rights of the Parties under this Article XXV or the application of the Grievance Procedure in Article XI to any other complaint involving the existence or interpretation of, or compliance with this Article or any provision herein.

E. Funding

(1) *Competitive Balance Tax Proceeds*

Competitive Balance Tax proceeds shall be contributed to IGF as provided in Article XXIII(H)(3).

(2) *Additional Voluntary Contributions*

In addition, either the Association, in its discretion, or the Clubs, in their discretion, may contribute additional amounts to IGF.

F. Continuation of IGF After the Termination of the Basic Agreement

If, as of the termination of this Agreement, there are funds available for use by IGF as a result of the operation of Section E above, for activities described in Section B above, then notwithstanding termination of this Agreement and any rights of the Clubs under the National Labor Relations Act, IGF shall remain in existence and in operation as if this Agreement had not terminated, until such funds are exhausted through use in activities described in Section B above, or until the Association and the LRD agree to terminate operation of IGF, whichever is earlier.

ARTICLE XXVI—Term

This Agreement shall terminate on December 1, 2016.

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	Major League Baseball Players Association
AZPB Limited Partnership	David Aardsma
Angels Baseball LP	Daniel Bard
Atlanta National League Baseball Club, Inc.	Miguel Batista
	Jose Bautista
Baltimore Orioles Limited Partnership	Brandon Beachy
	Joaquin Benoit
The Boston Red Sox Baseball Club Limited Partnership	Jerry Blevins
	Bill Bray
Chicago Cubs Baseball Club, LLC	Craig Breslow
Chicago White Sox, Ltd.	John Buck
The Cincinnati Reds, LLC	Dave Bush
Cleveland Indians Baseball Company Limited Partnership	Matt Cain
	Chris Capuano
Colorado Rockies Baseball Club, Ltd.	Jason Castro
	Craig Counsell
Detroit Tigers, Inc.	Curtis Granderson
Houston Astros, LLC	Sean Green
Kansas City Royals Baseball Corporation	Jeremy Guthrie
	Chase Headley
Los Angeles Dodgers LLC	Aaron Heilman
Sterling Mets, L.P.	Aaron Hill
Miami Marlins, L.P.	Torii Hunter
Milwaukee Brewers Baseball Club, Limited Partnership	Clayton Kershaw
	Jed Lowrie
Minnesota Twins, LLC	Justin Masterson
New York Yankees Partnership	Kyle McClellan
Athletics Investment Group, LLC DBA Oakland Athletics Baseball Club	Andrew Miller
	Brandon Morrow
	Ross Ohlendorf
The Phillies	Will Ohman
Pittsburgh Associates	Carlos Pena
Rangers Baseball LLC	Jimmy Rollins
Rogers Blue Jays Baseball Partnership	Kevin Slowey
	Ryan Spilborghs
Padres L.P.	Drew Storen
San Francisco Baseball Associates L.P.	Huston Street
	Josh Thole

ST. LOUIS CARDINALS, LLC
THE BASEBALL CLUB OF
SEATTLE, L.L.L.P.
TAMPA BAY RAYS BASEBALL LTD.
WASHINGTON NATIONALS
BASEBALL CLUB, LLC

By

Major League Baseball
Office of the Commissioner
Robert D. Manfred, Jr.,
Executive Vice President
Labor and Human Resources
and Labor Counsel

By

Michael S. Weiner,
Executive Director
General Counsel

ATTACHMENT 1

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

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,

Allan H. Selig
Commissioner of Baseball

ATTACHMENT 2

David M. Prouty, Esquire
Chief Labor 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 (typically 3:00 P.M. Eastern on Opening Day), that Player shall not be credited with Major League Service for Opening Day or during the period of designation.

Very truly yours,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 3

Robert D. Manfred, Jr., Esquire
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner
245 Park Avenue
New York, New York 10167

Dear Rob:

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(L) 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(c) 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,

Michael S. Weiner
Executive Director & General Counsel
Major League Baseball Players
Association

ATTACHMENT 4

David M. Prouty, Esquire
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Re: S100 Pro Comp Batting Helmets

Dear David:

The purpose of this letter is to confirm our agreement with respect to the use of the Rawlings' S100 Pro Comp batting helmet (the "Helmet") by Major League Players during the term of the 2012-16 Basic Agreement.

Rawlings has informed the parties that it will provide a minimum of 200 Helmets for use by Players for the 2012 championship season. Each Club will have available in its clubhouse the Helmet in a variety of sizes that Players can use on a voluntarily basis. The Clubs and the Union will use their best efforts to encourage Players to wear the Helmet.

During the 2012 season, the parties will meet periodically to discuss any feedback received from Players regarding the Helmet, and convey such feedback to Rawlings. In order to satisfy Rawlings' 2013 production schedule, the parties agree to provide Rawlings with such feedback by the 2012 All-Star Break. At the conclusion of the 2012 championship season, the parties shall confer to determine whether, starting in 2013, Major League Players will be required to wear the Helmet during all Spring Training games, championship season games, post-season games, the All-Star Game, and exhibition games. If either party notifies the other that it is withholding its consent to mandate use of the Helmet, the dispute may be brought to the Arbitration Panel, which shall determine whether the party unreasonably withheld such consent. In any such proceeding, the party withholding the consent shall have the burden of establishing that it acted reasonably and in good faith. To satisfy its burden, the party must present evidence that either Rawlings was unable to address significant concerns

raised by Players regarding the performance or fit of the Helmet, or Rawlings is unable to supply the Helmet in sufficient quantities for the 2013 season.

Very truly yours,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 5

Standard Form of Diagnosis
(ebis System Generated From Choices)

To: Office of the Commissioner (Baseball Operations)

Player's Name

Club

Position

15-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 [Drop Down Choice "Right or Left"] Part of Body Injured [Drop Down Choice "See Attached List"]

Body Part Detail [Drop Down Choice "See Attached List"]

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		Blister
		Bone Spur
		Bruise
		Contusion
		Impingement
		Infection

Body Part	Body Part Detail	Diagnosis Description
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

Body Part	Body Part Detail	Diagnosis Description
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

Body Part	Body Part Detail	Diagnosis Description
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

Body Part	Body Part Detail	Diagnosis Description
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

Body Part	Body Part Detail	Diagnosis Description
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	Planter 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

Body Part	Body Part Detail	Diagnosis Description
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

Ailment
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.

Name _____ ***Date*** _____
Nombre *Fecha*

SS# _____ ***DOB*** _____ ***Age*** _____
Numero de su seguro social *Fecha de nacimiento* *Edad*

Explain "yes" answers on line or below. *Explique las repuestas "si" en esta línea o abajo.*	**YES** *(Si)*	**NO**	**Don't Know** *(No Sabe)*
1. Have you ever been a patient in the hospital? *(¿Alguna vez ha sido paciente en un hospital?)*	( )	( )	( )
2. Have you ever had surgery? *(¿Alguna vez ha tenido una operación?)*	( )	( )	( )
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):* _____			

		YES *(Si)*	NO	Don't Know *(No Sabe)*
4.	Do you have any allergies? *(¿Tiene alergia a?)* ( ) Medicines *(Medicinas)* Identify *(identifique)*: _____ ( ) Insects *(Insectos)* Identify *(identifique)*: _____ ( ) Other *(Otros)* _____ _____	( )	( )	( )
5.	Have you ever passed out? *(¿Alguna vez se ha desmayado?)*	( )	( )	( )
6.	Have you ever passed out with exercise? *(¿Alguna vez se ha desmayado después del ejercicio?)*	( )	( )	( )
7.	Have you ever been dizzy during exercise? *(¿Alguna vez ha sentido mareos durante el ejercicio?)*	( )	( )	( )
8.	Have you ever been dizzy after exercise? *(¿Alguna vez ha sentido mareos después del ejercicio?)*	( )	( )	( )
9.	Do you tire more quickly than your friends with exercise? *¿Se cansa más rápido haciendo ejercicio que sus amigos?*	( )	( )	( )
10.	Do you ever have any chest pain with exercise? *¿Alguna vez ha tenido dolor en el pecho durante el ejercicio?*	( )	( )	( )
11.	Do you ever have any chest pain after exercise? *¿Alguna vez ha tenido dolor en el pecho después del ejercicio?*	( )	( )	( )
12.	Have you ever had high blood pressure? *¿Alguna vez ha tenido alta presión sanguínea?*	( )	( )	( )
13.	Have you ever been told you have a heart murmur? *¿Alguna vez le han dicho que tiene un soplo en el corazón?*	( )	( )	( )
14.	Have you had racing of your heart? *¿Alguna vez ha tenido aceleración del los latidos del corazón?*	( )	( )	( )
	Has your heart skipped beats? *¿Alguna vez ha tenido latidos del corazón irregulares?*	( )	( )	( )
15.	Have you ever had a head injury? *¿Alguna vez tenido una herida en la cabeza?*	( )	( )	( )
	Have you ever had a concussion? *¿Alguna vez ha tenido una concusión?*	( )	( )	( )
	Have you been knocked out? *¿Alguna vez ha perdido el sentido?*	( )	( )	( )
16.	Have you ever had a seizure? *¿Alguna vez ha tenido un ataque o convulsión?*	( )	( )	( )
17.	Do you have frequent or severe headaches? *¿Tiene dolores de cabeza frecuentes o fuertes?*	( )	( )	( )
18.	Have you ever had a stinger or burner? *¿Alguna vez ha tenido una punzada o ardor?*	( )	( )	( )
	Have you ever had a pinched nerve? *¿Alguna vez ha tenido un nervio pinchado?*	( )	( )	( )
19.	Have you had frequent heat cramps or muscle cramps? *¿Ha tenido frecuentes rigideces por calor o calambres musculares?*	( )	( )	( )
20.	Do you have any trouble breathing during or after exercise? *¿Tiene problemas para respirar durante o después del ejercicio?*	( )	( )	( )
	Do you have any coughing during or after exercise? *¿Tiene problemas por tos durante o después del ejercicio?*	( )	( )	( )
	Do you have any wheezing during or after exercise? *¿Tiene problemas con jadeos durante o después del ejercicio?*	( )	( )	( )
	Do you have or have used in the past an inhaler? *¿Tiene o alguna vez ha usado un inhalador?*	( )	( )	( )
21.	Do you or have you had any problems with vision? *¿Ha tenido, o tiene problemas con la vista?*	( )	( )	( )
22.	Do you wear glasses? *¿Usa espejuelos?*	( )	( )	( )
	Do you wear contacts? *¿Usa lentes de contacto?*	( )	( )	( )
	Do you wear eye protection? *¿Usa proteccion para los ojos?*	( )	( )	( )

	YES *(Si)*	NO	Don't Know *(No Sabe)*
23. Do you have hearing difficulties? *¿Tiene difficultad para oir?*	( )	( )	( )
Do you have hearing aides? *¿Tiene aparatos de audífono?*	( )	( )	( )
24. Do you have or have you ever had any other medical problems? *¿Tiene ahora o ha tenido algún otro problema medico?*			
Diabetes *(Diabetes)*	( )	( )	( )
Heart *(Corazon)*	( )	( )	( )
Pneumonia *(Pulmonía)*	( )	( )	( )
Tuberculosis *(Tubercolosis)*	( )	( )	( )
Thyroid disease *(Enfermedades de la tiroides)*	( )	( )	( )
Stomach ailments *(Dolencias del estómago)*	( )	( )	( )
Kidney problems *(Enfermedades de los riñones)*	( )	( )	( )
Appendicitis *(Apendicitis)*	( )	( )	( )
Lumps or cysts *(Protuberancias o quistes)*	( )	( )	( )
Frequent sinus infections *(Infecciones sinusales frecuentes)*	( )	( )	( )
Frequent sore throats *(Dolores frecuentes de garganta)*	( )	( )	( )
Rectal bleeding *(Hemorragias por el recto)*	( )	( )	( )
Rheumatic fever *(Fiebre reumática)*	( )	( )	( )
Asthma *(Asma)*	( )	( )	( )
Other *(Otro)* _____			
_____			
_____			
25. Have you ever had a broken bone or dislocation? *¿Alguna vez se le ha quebrado o dislocado un hueso?*	( )	( )	( )
Identify *(identificar)*: _____ Date *(Fecha)*: _____			
Identify *(identificar)*: _____ Date *(Fecha)*: _____			
26. Do you have any skin problems? *¿Tiene problemas de la piel?*	( )	( )	( )
( ) Itching *(comezón)*			
( ) Rashes *(ronchas)*			
( ) Changing moles *(lunares que cambien de color)*			
( ) Other *(otro)* _____			
_____			
27. Have you had any complications from anesthesia (being put to sleep for surgery)? *¿Alguna vez ha tenido alguna complicacion bajo anestesia (cuando lo han puesto a dormir para alguna operacion)?*	( )	( )	( )
28. Are you missing any paired organs? *¿Ha perdido algún organo de los que vienen en pares?*	( )	( )	( )
( ) Eyes *(ojos)*			
( ) Kidneys *(riñones)*			
( ) Testicles *(testículos)*			
( ) Other *(otro)* _____			
_____			
29. Have you ever had a hernia or hernia repair? *¿Alguna vez tenido hernia o le han reparado una hernia?*	( )	( )	( )
30. Have you ever had a sexually transmitted disease? *¿Alguna vez ha tenido alguna enfermedad transmitida sexualmente?*	( )	( )	( )

			YES *(Si)*	***NO***	***Don't Know*** *(No Sabe)*
31.	Do you use tobacco products? *(¿Utiliza productos del tabaco?)* ( ) Cigarettes *(cigarrillos)* ( ) Cigars *(habanos o puros)* ( ) Chew smokeless tobacco or dip *(mastica tabaco)*		( )	( )	( )
32.	Do you drink alcohol? *¿Toma alcohol?*		( )	( )	( )
33.	Do you have or have you ever had? *¿Tiene o alguna vez ha tenido?*				
	Cancer *(Cáncer)*		( )	( )	( )
	Skin Cancer *(Cáncer de la piel)*		( )	( )	( )
	Chicken pox *(Varicela)*		( )	( )	( )
	Hepatitis *(Hepatitis)*		( )	( )	( )
	Measles *(Viruela)*		( )	( )	( )
	Mumps *(Paperas)*		( )	( )	( )
	Mononucleosis *(Mononucleosis)*		( )	( )	( )
34.	When was your last? *(¿Cuándo fue su última?):*				
	Tetanus shot *(inmunización contra el tétano)*	Date *(fecha)* _____			( )
	Measles shot *(inmunización contra el sarampión)*	Date *(fecha)* _____			( )
	MMR shot *(inmunización contra las paperas, sarampión y rubeola)*	Date *(fecha)* _____			( )
	Chicken Pox vaccine *(inmunización contra la varicela)*	Date *(fecha)* _____			( )
	Hepatitis A vaccine *(la vacuna para la hepatitis A)*	Date *(fecha)* _____			( )
	Hepatitis B vaccine *(la vacuna para la hepatitis B)*	Date *(fecha)* _____			( )
	Polio vaccine *(la vacuna para la poliomelitis)*	Date *(fecha)* _____			( )

Dental:

35.	Have you visited a dentist in the last year? *¿Ha ido con el dentista durante el ultimo año?*	( )	( )	( )
36.	Do you have problems chewing your food? *¿Tiene problemas para masticar sus alimentos?*	( )	( )	( )
37.	Have you been told or do you feel you have gum (periodontal) problems? *¿Alguna vez le han dicho o siente usted que tiene problemas de las encías (periodoncia)?*	( )	( )	( )
38.	Do your gums bleed easily? *¿Le sangran las encias con facilidad?*	( )	( )	( )
39.	Do you have pain or clicking in your jaw joint when chewing? *¿Tiene dolor o ruido en la articulación de la mandíbula al masticar?*	( )	( )	( )
40.	Do you grind your teeth? *¿Rechina los dientes?*	( )	( )	( )

Explain "yes" answers here *(Explique aquí las respuestas "si"):*

_____
_____
_____
_____
_____
_____

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 *(Sí)* _____ No _____
   ¿Alguna vez ha tenido una operación?

Type of Operation *(Tipo de Operación)*	Date *(Fecha)*	Hospital / City *(Hospital / Ciudad)*	Physician *(Médico)*

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 competitvo 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?

Test *(Prueba)*	Date *(Fecha)*	Reason *(Razón)*

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 fisicamente 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?

Select all that apply (Seleccione todas las que se apliquen):	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)
NECK – Cervical Spine (CUELLO – Espina cervical)						
Fracture (Fractura)	○	○	○	○	○	○
Facet Joint Problem (Probl. en la articulación de la carilla)	○	○	○	○	○	○
Stenosis (Estenosis)	○	○	○	○	○	○
Disk injury / Disease (Lesión/ Enferm. del disco)	○	○	○	○	○	○
Nerve Injury (Lesión del nervio)	○	○	○	○	○	○
Muscle Strain (Distensión muscular)	○	○	○	○	○	○
Muscle Spasm (Espasmo muscula)	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):						
Other (Otro):	○	○	○	○	○	○
Identify (Identifique):						
UPPER BACK – Thoracic Spine (Espalda Alta – Espina toráxica)						
Fracture (Fractura)	○	○	○	○	○	○
Facet Joint Problem (Probl. en la articulación de la carilla)	○	○	○	○	○	○
Stenosis (Estenosis)	○	○	○	○	○	○
Disk injury / Disease (Lesión/ Enferm. del disco)	○	○	○	○	○	○
Nerve Injury (Lesión del nervio)	○	○	○	○	○	○
Muscle Strain (Distensión muscular)	○	○	○	○	○	○
Muscle Spasm (Espasmo muscular)	○	○	○	○	○	○
Epidural Injection (Inyección epidural)	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):						
Other (Otro):	○	○	○	○	○	○
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)
LOWER BACK – Lumbar Spine (Espina Dorsal Baja – Area Lumbar)						
Fracture (Fractura)	○	○	○	○	○	○
Facet Joint Problem (Probl. en la articulación de la carilla)	○	○	○	○	○	○
Stenosis (Estenosis)	○	○	○	○	○	○
Spinal Fusion (Fusión de la espina)	○	○	○	○	○	○
Scoliosis (Escoliosis)	○	○	○	○	○	○
Disk injury / Disease (Lesión/ Enferm. del disco)	○	○	○	○	○	○
Nerve Injury (Lesión del nervio)	○	○	○	○	○	○
Sciatic Nerve Injury (Lesión del nervio ciático)	○	○	○	○	○	○
Muscle Strain (Distensión muscular)	○	○	○	○	○	○
Muscle Spasm (Espasmo muscular)	○	○	○	○	○	○
Epidural Injection (Inyección epidural)	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):						
Other (Otro):	○	○	○	○	○	○
Identify (Identifique):						
SACRUM (Sacro)						
Fracture (Fractura)	○	○	○	○	○	○
Contusion (Contusión)	○	○	○	○	○	○
Other (Otro):	○	○	○	○	○	○
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.)
SHOULDER (Hombro)								
Dominance (Dominancia)	○	○	○	○	○	○	○	○
Fracture (Fractura)	○	○	○	○	○	○	○	○
Separation (Separación)	○	○	○	○	○	○	○	○
Dislocation (Dislocación)	○	○	○	○	○	○	○	○
Subluxation (Subluxación)	○	○	○	○	○	○	○	○
Labrum Injury (Lesión del borde)	○	○	○	○	○	○	○	○
Bicep Tendon Injury (Lesión del tendón del bíceps)	○	○	○	○	○	○	○	○
Rotator Cuff Tendonitis (Tendonitis del manguillo rotador)	○	○	○	○	○	○	○	○
Rotator Cuff Tear (Desgarre del manguillo rotador)	○	○	○	○	○	○	○	○
Impingement Syndrome (Síndrome de compresión)	○	○	○	○	○	○	○	○
Bursitis (Bursitis)	○	○	○	○	○	○	○	○
Nerve Injury (Lesión del nervio)	○	○	○	○	○	○	○	○
Injection (Inyección)	○	○	○	○	○	○	○	○
Surgery (Cirugía)	○	○	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	○	○	○	○	○	○	○	○
Identify (Identifique):								
UPPER ARM (Parte superior del brazo)								
Fracture (Fractura)	○	○	○	○	○	○	○	○
Calcium Deposits (Depósitos de calcio)	○	○	○	○	○	○	○	○
Other (Otro):	○	○	○	○	○	○	○	○
Identify (Identifique):								
ELBOW (Codo)								
Fracture (Fractura)	○	○	○	○	○	○	○	○
Dislocation (Dislocación)	○	○	○	○	○	○	○	○
Bone Spurs (Protuberancias óseas)	○	○	○	○	○	○	○	○
Loose Bodies (Fragmentos sueltos)	○	○	○	○	○	○	○	○
Inflammation (Inflamación)	○	○	○	○	○	○	○	○
Radial Nerve Injury (Lesión del nervio radial)	○	○	○	○	○	○	○	○
Ulnar Nerve (Lesión del nervio ulnar)	○	○	○	○	○	○	○	○
Ulnar Coll. Lig. Injury (Lesión del ligamento coll. Ulnar)	○	○	○	○	○	○	○	○
Muscle Injury (Lesión muscular)	○	○	○	○	○	○	○	○
Flexion Contracture (Contracción de flexión)	○	○	○	○	○	○	○	○

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.)
ELBOW (cont'd) Codo (sigue)								
Injection (Inyección)	○	○	○	○	○	○	○	○
Surgery (Cirugía)	○	○	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	○	○	○	○	○	○	○	○
Identify (Identifique):								
LOWER ARM, HAND & WRIST (Parte baja del brazo, mano, muñeca)								
Fracture (Fractura)	○	○	○	○	○	○	○	○
Fracture Navicular (Fractura navicular)	○	○	○	○	○	○	○	○
Nerve Injury (Lesión del nervio)	○	○	○	○	○	○	○	○
Ligament Injury-Sprain (Lesión-Distensión del ligamento)	○	○	○	○	○	○	○	○
Muscle Injury-Sprain (Lesión-Distensión del músculo)	○	○	○	○	○	○	○	○
Carpal Tunnel Syndrome (Síndrome del túnel carpiano)	○	○	○	○	○	○	○	○
Ganglions (Ganglios)	○	○	○	○	○	○	○	○
Injection (Inyección)	○	○	○	○	○	○	○	○
Surgery (Cirugía)	○	○	○	○	○	○	○	○
Undiagnosed (Pain Dolor sin diagnóstico)	○	○	○	○	○	○	○	○
Identify Symptoms (dentifique los síntomas):								
TFCC Injury (Lesión TFCC)	○	○	○	○	○	○	○	○
Hamate Fracture (Fractura de hueso en gancho)	○	○	○	○	○	○	○	○
Other (Otro):	○	○	○	○	○	○	○	○
Identify (Identifique):								
PELVIS & HIPS (Pelvis y caderas)								
Fracture (Fractura)	○	○	○	○	○	○	○	○
Pubis Inflammation (Inflamación del pubis)	○	○	○	○	○	○	○	○
Hip Pointers (Huesos en punta de las caderas)	○	○	○	○	○	○	○	○
Groin Muscle Strain (Distensión muscular de la ingle)	○	○	○	○	○	○	○	○
Ilioposas Restriction (Restricción muscular iliopsoa0	○	○	○	○	○	○	○	○
Injections (Inyecciones)	○	○	○	○	○	○	○	○
Surgery (Cirugía)	○	○	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	○	○	○	○	○	○	○	○
Identify (Identifique):								

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

	Yes (Sí)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
THIGHS (Muslos)								
Restricted ROM Hamstrings (Restric. ROM de tendones de corva)	○	○	○	○	○	○	○	○
Restricted ROM Quadriceps (Restric. ROM de cuadríceps)	○	○	○	○	○	○	○	○
Hamstring Strain (Distensión del tendón de la corva)	○	○	○	○	○	○	○	○
Quadriceps Strain (Distensión del cuadríceps)	○	○	○	○	○	○	○	○
Multiple Quadricep Strain (Distensión múltiple del cuadríceps)	○	○	○	○	○	○	○	○
Multiple Hamstring Strain (Distensión múlt. del tendón de corva)	○	○	○	○	○	○	○	○
Ruptured Hamstring (Rotura del tendón de la corva)	○	○	○	○	○	○	○	○
Calcium Deposits (Depósitos de calcio)	○	○	○	○	○	○	○	○
Injections (Inyecciones)	○	○	○	○	○	○	○	○
Iliotibial Band Injury (Lesión de la banda iliotibial)	○	○	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	○	○	○	○	○	○	○	○
Identify (Identifique):								
KNEE (Rodilla)								
Fracture (Fractura)	○	○	○	○	○	○	○	○
Patella Disease (Enfermedad de la rótula)	○	○	○	○	○	○	○	○
Patella Dislocation (Dislocación de la rótula)	○	○	○	○	○	○	○	○
Ligament Injury (Lesión del ligamento)	○	○	○	○	○	○	○	○
Medial Collateral (Colateral media)	○	○	○	○	○	○	○	○
Laterial Collateral (Colateral lateral)	○	○	○	○	○	○	○	○
Anterior Cruciate (Cruciforme anterior)	○	○	○	○	○	○	○	○
Posterior Cruciate (Cruciforme posterior)	○	○	○	○	○	○	○	○
Medial Meniscus Injury (Lesión media de los meniscos)	○	○	○	○	○	○	○	○
Lateral Meniscus Injury (Lesión lateral de los meniscos)	○	○	○	○	○	○	○	○
Plica (Plica)	○	○	○	○	○	○	○	○
Bone Spurs (Protuberancias óseas)	○	○	○	○	○	○	○	○
Unexplained Swelling (Inflamación sin explicación)	○	○	○	○	○	○	○	○
Unexplained Giving Way (Falseos sin explicación)	○	○	○	○	○	○	○	○
Injection (Inyección)	○	○	○	○	○	○	○	○

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

	Yes (Sí)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)
KNEE (cont'd) Rodilla (sigue)							
Surgery (Cirugía):	○	○	○	○	○	○	○
Anterior Cruciate Ligament (Ligamento anterior cruciforme)	○	○	○	○	○	○	○
Meniscus (Meniscos)	○	○	○	○	○	○	○
Patellofemoral (Patelofemoral)	○	○	○	○	○	○	○
Multiple Surgeries (Cirugías múltiples)	○	○	○	○	○	○	○
Articular Cartilage Injury	○	○	○	○	○	○	○
Other (Otro):	○	○	○	○	○	○	○
Identify (Identifique):							
LOWER LEG (Parte inferior de la pierna)							
Fracture (Fractura)	○	○	○	○	○	○	○
Calcium Deposits (Depósitos de calcio)	○	○	○	○	○	○	○
Muscle Injury (Lesión muscular)	○	○	○	○	○	○	○
Compartment Syndrome (Síndrome compartamental)	○	○	○	○	○	○	○
Infection (Infección)	○	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):							
Other (Otro):	○	○	○	○	○	○	○
Identify (Identifique):							
ANKLE (Tobillo)							
Fracture (Fractura)	○	○	○	○	○	○	○
Multiple Fractures (Fracturas múltiples)	○	○	○	○	○	○	○
Disclocation (Dislocación Lesión del nervio)	○	○	○	○	○	○	○
Nerve Injury (Lesión del nervio)	○	○	○	○	○	○	○
Muscle Injury (Lesión muscular)	○	○	○	○	○	○	○
Achilles Tendon Injury (Lesión del tendón de Aquiles)	○	○	○	○	○	○	○
Ligament Injury-Sprain (Lesión/Distensión del ligamento)	○	○	○	○	○	○	○
Multi. Lig. Injury-Sprain (Lesión/Dist. de ligamentos múlt.)	○	○	○	○	○	○	○
High Ankle Sprain (Distensión en parte alta del tobillo)	○	○	○	○	○	○	○
Injection (Inyección)	○	○	○	○	○	○	○
Surgery (Cirugía)	○	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):							
Other (Otro):	○	○	○	○	○	○	○
Identify (Identifique):							

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

FEET & TOES (Pies y dedos de los pies)	**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)	○	○	○	○	○	○	○	○
Multi. Fractures (Fracturas múltiples)	○	○	○	○	○	○	○	○
Dislocation (Dislocación)	○	○	○	○	○	○	○	○
Heel Pain (Dolor en el talón)	○	○	○	○	○	○	○	○
Plantar Fasciitis (Fascitis de la planta)	○	○	○	○	○	○	○	○
Mid. Foot Injury (Lesión parte media del pie)	○	○	○	○	○	○	○	○
Fore Foot Injury (Lesión parte delantera del pie)	○	○	○	○	○	○	○	○
Turf Toe (Lastimadura de los dedos del pie)	○	○	○	○	○	○	○	○
Nerve Injury (Lesión del nervio)	○	○	○	○	○	○	○	○
Infection (Infección)	○	○	○	○	○	○	○	○
Injection (Inyección)	○	○	○	○	○	○	○	○
Surgery (Cirugía)	○	○	○	○	○	○	○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○	○
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	○	○	○	○	○	○	○	○
Identify (Identifique):								

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

FINGERS & THUMB (DEDOS Y PULGAR)	**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)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Fracture (Fractura)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Fracture (Fractura)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Fracture (Fractura)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Fracture (Fractura)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Dislocation (Dislocación)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Dislocation (Dislocación)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Dislocation (Dislocación)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Dislocation (Dislocación)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Dislocation (Dislocación)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Ligament Injuries (Lesiones en ligamentos)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Ligament Injuries (Lesiones en ligamentos)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Ligament Injuries (Lesiones en ligamentos)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Thumb UCL Injury (Lesión carpiana del pulgar)	○	○	○	○	○	○	○ Right (Der.)	○ Left (Izq.)						
Thumb UCL Injury (Lesión carpiana del pulgar)	○	○	○	○	○	○	○ Right (Der.)	○ Left (Izq.)						
Infections (Infecciones)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Infections (Infecciones)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Infections (Infecciones)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Surgery (Cirugía)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Surgery (Cirugía)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Surgery (Cirugía)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Undiagnosed Pain (Dolor sin diagnóstico)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Injections (Inyecciones)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Injections (Inyecciones)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Injections (Inyecciones)	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Other (Otras):	○	○	○	○	○	○	○ T	○ 2	○ 3	○ 4	○ 5		○	○
Identify (Identifique):														

ATTACHMENT 7

David M. Prouty, Esquire
Chief Labor 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 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 understanding 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; 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
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 8

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

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,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 9

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Re: Central Tender Letter

Dear Michael:

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

Player Name	***Salary For Major League Service***	***Performance Bonuses***	***Salary For Minor League Service***	***Other***

[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
Senior Vice President,
General Counsel–Labor
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 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 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

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Re: Information Bank

Dear Michael:

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,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
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, and 2011 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: _____ Michael S. Weiner	By: _____ Robert D. Manfred, Jr.
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
Chief Labor 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 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, or may voluntarily agree to work out at that facility 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 full in-season meal and tip allowance under Article VII(B)(1), and reimbursement for the cost of a mid-size rental car in accordance with Article VII(G)(7). The allowances provided to players who end the Minor League season on an optional assignment, and who voluntarily report to the Club's spring training facility for all or part of the remainder of the championship season, will be governed by the past practices of the individual Clubs.

Very truly yours,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 16

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Re: Home Run Derby

Dear Michael:

This letter confirms the parties' understandings regarding the Home Run Derby.

1. The Office of the Commissioner may utilize either the "captain" format (as it did in 2011), or the "traditional" format in which it asks specific players to compete in the event on behalf of their leagues (as it did in 2010 and prior years). In the event the Office of the Commissioner desires to utilize another format, or modify the "captain" or "traditional" format in a manner that impacts terms and conditions of player employment, it will propose such method to the Union prior to May 1 of any year, and reach agreement with the Union on the method before it is implemented.

2. If the Office of the Commissioner elects to utilize the "captain" format, it will adhere to the following process:

   (a) The Office of the Commissioner will notify the Union that the "captain" format will be used by June 1.

   (b) The Office of the Commissioner will obtain the Union's consent for its choices of captains, which consent shall not be unreasonably withheld. The Office of the Commissioner will not contact any players until the Union consents to the choice of captains.

   (c) The Office of the Commissioner and the Players Association will conduct a joint call with each captain to discuss the factors that the captain should consider when selecting his teammates, including current season home run leaders; prior success in the Home Run Derby; the location of the game; whether the player has been, or is likely to be, selected as an

All-Star; the player's home run totals in prior seasons; recent milestone achievements by the player; and the player's popularity. A captain may not select more than one player from his current Club.

(d) The final decision on the composition of each Home Run Derby team will be vested with the respective captains unless the parties both agree to deviate from a captain's selections for good cause.

Please acknowledge your agreement to the above terms by signing below.

Very truly yours,

Daniel R. Halem

AGREED TO:

Major League Baseball
Players Association

_____

Michael S. Weiner

ATTACHMENT 17

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

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.

Moreover, the Players Association will provide to the Office of the Commissioner in writing by no later than April 15, 2012 any concerns that it has with respect to the parking facilities made available to players' families at particular stadiums. The Office of the Commissioner agrees to confer with the Players Association and to make a good faith effort to reasonably address those concerns with the particular Clubs.

Sincerely,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
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 **[add 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) my UPC, both of which are incorporated herein by reference, to the Owner, President, General Manager, Assistant General Manager, Field Manager, Physicians and such medical personnel as they may designate, 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. 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 Prevention and Treatment Program ("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 7 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 disclosed 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 acknowledgements or this authorization shall be considered as a waiver of any rights to privacy or nondisclosure of health information that I may have under the Basic Agreement, the UPC, any state law (which is not preempted by HIPAA), 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

ATTACHMENT 19

UNIFORM REGULATIONS

A. Uniform Dress Policy

These Regulations are intended to supplement the provisions of Official Baseball Rule 1.11. 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 31st 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 jewelry. 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 Executive Vice President, Baseball Operations, 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 Executive Vice President, Baseball Operations.

(c) The Player, the Players Association and the Player's Club may present to the Executive Vice President, Baseball Operations any arguments or information they desire in support of the appeal. The decision of the Executive Vice President, Baseball Operations 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 1.15(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 1.17 (NOTE).

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.

N. Enforcement

The Senior Vice-President, Standards and On-Field Operations 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 Official Playing Rule 1.16 (Casebook).)

O. Discipline

1. Players will be subject to the following discipline schedule for violations of these Uniform Regulations:

    a. First violation: the Senior Vice President, Standards and On-Field Operations will issue a Uniform Regulations Violation Warning, setting forth the provision 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 Senior Vice President, Standards and On-Field Operations 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 Senior Vice President, Standards and On-Field Operations 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 Senior Vice President, Standards and On-Field Operations 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 the 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 Senior Vice President, Standards and On-Field Operations for a violation of the Uniform Regulations shall be subject exclusively to Article XI(C) of the Basic Agreement. If the Senior Vice President, Standards and On-Field Operations imposes discipline consistent with Paragraph 1 above, the only issue before the Executive Vice President, Administration shall be whether the Player committed the violation alleged in the Notice of Discipline. If the Executive Vice President, Administration 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 Executive Vice President, Administration 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 Senior Vice President, Standards and On-Field Operations may impose fines at levels different from the levels reflected in Paragraph 1 above. Complaints involving a fine imposed upon a Player by the Senior Vice President, Standards and On-Field Operations 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 Senior Vice President, Standards and On-Field Operations 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 Senior Vice President, Standards and On-Field Operations may not impose any other discipline, including a suspension, upon a Player for any such violation.

5. Fines issued by the Senior Vice President, Standards and On-Field Operations 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
(For 2012 Implementation)

Product	Proposed Manufacturer's Logo/ID	Number of Placements
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

Robert D. Manfred, Jr., Esquire
Executive Vice President
Labor and Human Resources
Major League Baseball
Office of the Commissioner
245 Park Avenue
New York, New York 10167

Dear Rob:

The Clubs, throughout this round 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 have 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 acknowledgement. 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,

Michael S. Weiner
Executive Director & General Counsel
Major League Baseball Players
Association

ATTACHMENT 21

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Re: Debt Regulation

Dear Michael:

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,

Office of the Commissioner

By: _____
Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 22

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) funding from Major League Baseball's industry credit facility; (2) other third-party debt; (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; (5) loans or advances from a Club's owner or related parties, but only if those loans or advances are collateralized by the assets of the Club or are serviced, in whole or in part, either directly or indirectly, using Club funds and/or assets; and (6) any other debt that is properly classified as an indebtedness of the Club under generally accepted accounting principles, but excluding (7) the Excludable Debt, (8) advances taken by a Club against future revenue that it is contractually entitled to receive, 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 the Industry Growth Fund. In 2011, "Excludable Debt" was the first thirty-nine million, eight hundred eighty-four thousand dollars ($39,884,000) in outstanding debt from any of the sources described in clauses (1)-(6) above and shall grow in each succeeding year by the percentage growth in the industry's total operating revenue (as defined in Part I, Schedule I, Section A, Line 12 of the FIQ) from year to year.

(c) EBITDA Multiplier. "EBITDA Multiplier" means the number to be multiplied by a 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 re-opening.

(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. <u>Annual Compliance Certification; Commissioner Enforcement</u>.

3.1 <u>Annual Compliance Certifications</u>. 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. Notwithstanding 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 concerning 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 (with supporting documentation for any items included in Total Club Debt pursuant to Section 2(b)(5) that are not specifically tied to Club assets or revenue streams in relevant loan documents) 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

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Re: Multi-Purpose Financial Reporting Process

Dear Michael:

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 the Umpire Assessment 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 30.
3. Interim Financial Information Questionnaires, including calculations of NDLR, are due on May 15, July 15, September 15 and November 15.
4. Long Range Plan updates are due on December 15.
5. Season ticket and single game advance sales are reported as of February 28 and opening day.
6. Per game gate receipts detail is submitted following each home stand for Umpire Assessment tracking.
7. Supplemental Information Questionnaires are due on June 30 for non-financial survey data compilation.

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,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 24

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

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,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 25

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

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,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 26

REVENUE SHARING PERFORMANCE FACTOR

Club	2012	2013
New York Yankees	27.7%	27.1%
Boston Red Sox	18.7%	18.6%
Chicago Cubs	11.4%	13.0%
New York Mets	11.0%	10.1%
Philadelphia Phillies	7.5%	8.4%
Los Angeles Dodgers	8.1%	8.0%
San Francisco Giants	3.3%	4.7%
Texas Rangers	1.4%	3.3%
Los Angeles Angels	3.0%	3.2%
Chicago White Sox	3.0%	2.9%
Houston Astros	0.8%	0.7%
Minnesota Twins	1.3%	0.0%
Seattle Mariners	1.7%	0.0%
St. Louis Cardinals	1.0%	0.0%
Detroit Tigers	–4.8%	–2.6%
Atlanta Braves	–1.9%	–3.2%
Colorado Rockies	–5.4%	–4.1%
Washington Nationals	–2.9%	–4.1%
Baltimore Orioles	–3.5%	–4.3%
Miami Marlins	–7.8%	–5.6%
Arizona Diamondbacks	–5.8%	–5.9%
Cincinnati Reds	–5.8%	–6.1%
Milwaukee Brewers	–7.4%	–6.7%
Cleveland Indians	–4.9%	–7.0%
Oakland Athletics	–7.6%	–7.8%
San Diego Padres	–8.2%	–8.1%
Toronto Blue Jays	–9.0%	–8.3%
Tampa Bay Rays	–7.5%	–8.4%
Pittsburgh Pirates	–9.3%	–8.6%
Kansas City Royals	–8.2%	–9.1%

MARKET DISQUALIFICATION

MARKET RANK			REVENUE SHARING DISQUALIFICATION				
Rank	**Club**		**2012**	**2013**	**2014**	**2015**	**2016**
1	NYY		0%	25%	50%	75%	100%
1	NYM		0%	25%	50%	75%	100%
3	LAD		0%	25%	50%	75%	100%
3	LAA		0%	25%	50%	75%	100%
5	CHI		0%	25%	50%	75%	100%
5	CWS		0%	25%	50%	75%	100%
7	SF		0%	25%	50%	75%	100%
7	OAK		**Exempt until new stadium**				
9	TOR		0%	25%	50%	75%	100%
9	PHI		0%	25%	50%	75%	100%
9	BOS		0%	25%	50%	75%	100%
12	WSH		0%	25%	50%	75%	100%
13	ATL		0%	25%	50%	75%	100%
13	TEX		0%	25%	50%	75%	100%
15	HOU	**15 Clubs**	0%	25%	50%	75%	100%
16	SEA						
17	DET						
18	ARI						
19	MIN						
20	BAL						
21	COL						
22	SD						
23	MIA						
24	TB						
25	CLE						
26	STL						
27	KC						
28	CIN						
28	PIT						
30	MIL						

ATTACHMENT 27

Michael S. Weiner, Esquire
Executive Director
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

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 2012-2016 Basic Agreement. Specifically, the parties have agreed as follows:

1. The Treatment Board, as defined under the Joint Drug 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.

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, sexual assault, domestic violence, 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,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 28

SMOKELESS TOBACCO POLICY

A. PROHIBITIONS

1. The use of smokeless tobacco by Players, managers and coaches during televised interviews or Paragraph 3(b) appearances on behalf of the Club is prohibited. At any time when fans are permitted into the ballpark, Players, managers, coaches and other on-field personnel will conceal tobacco products (including tobacco tins or packages) and may not carry tobacco products (including tobacco tins or packages) in their uniform or on their body.

2. Penalties for violations of the prohibitions in paragraph 1:

   (a) First Violation—Written warning.

   (b) Second Violation—A second written warning which will include a recommendation that the Player agree to counseling.

   (c) Third Violation—$1,000 fine.

   (d) Fourth Violation—$2,500 fine.

   (e) Fifth and Subsequent Violations—$5,000 fine.

   Violations will 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.

B. EDUCATION

1. Joint educational programs and materials will be created by the parties 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. In doing so, the parties will consider programs in place for Minor League players and will take advantage of the MLBPA's websites.

2. Joint educational programs and materials will be created by the parties for the public regarding the dangers of smokeless tobacco. As part of this effort, the parties will develop a public service announcement, including Players, in conjunction with the Partnership at Drugfree.org, that will be available for distribution on satellite and terrestrial radio outlets, for download on the Partnership's Play Healthy and Healthy Competition websites, MLB.com and MLBPlayers.com, and will be played during games in Major League ballparks and during broadcasts of the All-Star Game; all Wild Card, Division Series, League Championship Series and World Series games; and 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. Players will be provided with a list of professionals and organizations that specialize in assisting individuals who wish to quit using smokeless tobacco.
2. Players will be provided with personal and confidential counseling about cessation.

D. ORAL EXAMINATIONS

1. Beginning with 2012 Spring Training, all physicals will be required to include oral examinations of Players.
2. Additional oral examinations of Players will be required in later years of the Basic Agreement.

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 Enterprises, MLB Properties, MLB Productions, MLB Advanced Media, MLB Media Holdings, MLB Online Services, Major League Baseball Scouting Bureau, 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 Vice President of Security of 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

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

I am writing to confirm certain understandings we have reached with respect to potential or actual losses incurred in connection with events that constitute "international play" within the meaning of Article XV(K) of the Basic Agreement.

In addition, the parties agree that, in order to fully develop the game internationally, it may be necessary to undertake some projects that will almost certainly be unprofitable. With respect to such projects, the parties will agree in advance as to responsibility for and methods of funding losses on such projects. For example, such losses could be borne by some combination of the bargaining parties, the Industry Growth Fund and WBCI.

It is also conceivable that an event, expected to be profitable, could turn out to be unprofitable. The parties recognize a joint responsibility for such losses. The Clubs, however, understand that the MLBPA will have to fund its portion of such losses out of future event proceeds or other future concessions of value to the Clubs.

Very truly yours,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 31

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

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
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 32

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

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
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 33

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

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. Such meetings are expected to begin as early as 2012 spring training and may continue over the term of the Basic Agreement.

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"). 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,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 34



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

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

This letter memorializes certain understandings that the Parties have reached during the negotiations over a successor to the 2007-2011 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. 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 undergoing 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 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. 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,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 36

David M. Prouty, Esquire
Chief Labor 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 neuro-cognitive 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 2 ("SCAT2") 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 SCAT2 form, which must be completed during the assessment, is attached hereto as Exhibit A.

      ii. If the SCAT2 assessment determines that a concussion has <u>not</u> occurred, serial examinations will be performed between innings for the remainder of the game. If the

SCAT2 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 Disabled List ("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 SCAT2 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 15-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

SCAT2 form) must be submitted to 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 15-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 14 days will be transferred automatically and retroactively to the 15-day DL, effective with the first day of the initial placement, and with the prior 14 days applying to the initial 15-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 15-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 15-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 SCAT2 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 SCAT2 tests 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's 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
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

MLB Concussion Assessment Tool

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 2 (SCAT2) (McCrory, et al BJSM '09) 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.

Player _____ Position _____ Club _____

Injury Date _____ Time _____ am/pm during ☐ Game ☐ Practice ☐ Other _____

Evaluation Date _____ Time _____ am/pm Evaluator _____ ATC / MD / DO

Mechanism of Injury _____

SCAT2 Symptom Evaluation
(Completed by Player)

How do you feel? Players should score themselves on the following symptoms, based on how they feel at the time. (0=None, 1=Mild, 3=Moderate, 6=Severe)

Headache/Head Pressure	0	1	2	3	4	5	6
Neck Pain	0	1	2	3	4	5	6
Nausea/Vomiting	0	1	2	3	4	5	6
Dizziness	0	1	2	3	4	5	6
Blurred Vision	0	1	2	3	4	5	6
Balance Problems	0	1	2	3	4	5	6
Drowsiness	0	1	2	3	4	5	6
Fatigue/Low Energy	0	1	2	3	4	5	6
Confusion	0	1	2	3	4	5	6
"Don't Feel Right"	0	1	2	3	4	5	6
Feeling "In a Fog"	0	1	2	3	4	5	6
Difficulty Concentrating	0	1	2	3	4	5	6
Difficulty Remembering	0	1	2	3	4	5	6
Feeling Slowed Down	0	1	2	3	4	5	6
Sensitivity to Noise	0	1	2	3	4	5	6
Sensitivity to Light	0	1	2	3	4	5	6
Trouble Falling Asleep	0	1	2	3	4	5	6
Feeling More Emotional	0	1	2	3	4	5	6
Irritability	0	1	2	3	4	5	6
Sadness	0	1	2	3	4	5	6
Nervous or Anxious	0	1	2	3	4	5	6
Numbness or Tingling	0	1	2	3	4	5	6

Total Number of Symptoms _____ of 22

Symptom Severity Score (total number x 6) _____ of 132

Do symptoms worsen with physical activity? Y N
Do symptoms worsen with mental activity? Y N

Symptom score (22 minus total # of symptoms) **____ of 22**

Overall Rating: If you know Player well prior to injury, how different is he acting compared to his usual self?

No Different **Very Different** **Unsure**

Physical Signs Score
Loss of consciousness or unresponsiveness? Y N
If yes, how many minutes? _____
Balance problems or unsteadiness? Y N

Physical Signs score (1 for each negative) _____ of 2

Coordination Examination
Upper Limb Coordination: Finger-to-Nose Task
Must fully touch nose and fully extend elbow.

Which arm was tested: Right Left

Scoring: 5 correct repetitions in < 4 seconds = 1 pt.

Coordination Exam score _____ of 1

Balance Examination
Modified BESS Test

Calculated by counting all errors during each of the three 20-second tests. The maximum number of errors for any single test is 10.

Types of Errors Include:
1. Hands off iliac crest
2. Opening eyes
3. Step, stumble or fall
4. Moving hip into > 30 degrees abduction
5. Lifting forefoot or heel
6. Remaining out of test position > 5 seconds

Foot Tested (non-dominant foot): Right Left

Double-Leg Stance (20 seconds) _____ of 10

Single-Leg Stance (20 seconds) _____ of 10

Tandem Stance (20 seconds) _____ of 10

Balance Exam score (30 minus total errors) **_____ of 30**

MLB Concussion Assessment Tool (Continued)

Cognitive Assessment
Standardized Assessment of Concussion (SAC)

SAC/Orientation (1 pt. for each correct)

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 hr.)	0	1

SAC/Orientation score _____ of 5

SAC/Immediate Memory (1 pt. for each correct)
Player should repeat list of words in order. Complete all 3 trials regardless of score on trial 1 and 2. **Do not inform Player that delayed recall will be tested.**

List	Trial 1	Trial 2	Trial 3	Alternative Words	
Elbow	_____	_____	_____	Candle	Baby
Apple	_____	_____	_____	Paper	Monkey
Carpet	_____	_____	_____	Sugar	Perfume
Saddle	_____	_____	_____	Wagon	Iron
Bubble	_____	_____	_____	Sunset	Sandwich

SAC/Immediate Memory score _____ of 15

SAC/Concentration (1 pt. for each correct)
Read string and ask Player to repeat backwards. If correct, go to next string. If incorrect, read second string. Stop after incorrect on both trials.

Digits in Reverse Order		Alternative Digit Lists	
4-9-3	0 1	6-2-9	5-2-6
3-8-1-4	0 1	3-2-7-9	1-7-9-5
6-2-9-7-1	0 1	1-5-2-8-6	3-8-5-2-7
7-1-8-4-6-2	0 1	5-3-9-1-4-8	8-3-1-9-6-4

Months in Reverse Order
Dec-Nov-Oct-Sep-Aug-Jul-Jun-May-Apr-Mar-Feb-Jan 0 1

SAC/Concentration score _____ of 5

Orientation/Maddocks Score
Modified Maddocks Questions (1 pt. for each correct)

Which stadium are we in?	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

Maddocks score _____ of 5

SAC/Delayed Recall (1 pt. for each correct)
Perform at end of all testing. Ask Player to recall list of words read earlier in any order

List	Alternative Words	
Elbow	Candle	Baby
Apple	Paper	Monkey
Carpet	Sugar	Perfume
Saddle	Wagon	Iron
Bubble	Sunset	Sandwich

SAC/Delayed Recall score _____ of 5

OVERALL SCORE

Symptom score	_____ of 22
Physical Signs score	_____ of 2
Coordination Exam score	_____ of 1
Balance Exam score	_____ of 30
Subtotal	**_____ of 55**
SAC/Orientation score	_____ of 5
SAC/Immediate Memory score	_____ of 15
SAC/Concentration score	_____ of 5
SAC/Delayed Recall score	_____ of 5
SAC subtotal	**_____ of 30**
SCAT2 total	**_____ of 85**
Maddocks score total	**_____ of 5**

Concussion Diagnostic Form for 7-Day Disabled List Placement

*A completed form and any supporting information (including, but not limited to, a completed SCAT2 form) must be submitted to 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 SCAT2 Assessment Form if available)

Signs and Symptoms of Impairment _____

_____

SCAT2 Assessment Performed ☐ Yes ☐ No

SCAT 2 Performed By _____

SCAT2 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 15-Day Disabled List Placement

Clubs must submit this form in lieu of the Standard Form of Diagnosis to place a player on the 15-Day DL for a concussion. A Club may place a player on the 15-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 15-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 SCAT2 Assessment Form if available)

Signs and Symptoms of Impairment _____

_____

SCAT2 Assessment Performed ☐ Yes ☐ No

SCAT 2 Performed By _____

SCAT2 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 ☐ 15-Day DL ☐ 60-Day DL

Name of Consulting MTBI Specialist _____

All Concussion Symptoms Resolved ☐ Yes ☐ No

ImPACT 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

SCAT2 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 _____

cc: Player
Players Association

*Attach all SCAT2 Assessment Forms

ATTACHMENT 37

David M. Prouty, Esquire
Chief Labor 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
Senior Vice President,
General Counsel-Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 38

David M. Prouty, Esquire
Chief Labor 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
Senior Vice President,
General Counsel-Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 39

CONSENT FORM
REHABILITATION ASSIGNMENT

To: [CLUB]

TO BE COMPLETED BY PLAYER:

[PLAYER] consents to his assignment to [MINOR LEAGUE AFFILIATE] for [NUMBER OF 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 _____ 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
Senior Vice President,
General Counsel–Labor
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 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
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

ATTACHMENT 41

David M. Prouty, Esquire
Chief Labor 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)(6) 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
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 42

David M. Prouty, Esquire
Chief Labor 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
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 43

David M. Prouty, Esquire
Chief Labor 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
Senior Vice President,
General Counsel–Labor
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
Senior Vice President,
General Counsel–Labor
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 2012 season.

1. The 125 highest-paid Players initially shall be derived from all Players on a 40-man roster or 60-Day Disabled List on August 31 of the most recently completed season ("Eligible Players").

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 as set forth in Joint Exhibit 1 (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 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
Senior Vice President,
General Counsel–Labor
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.

If a Contract contains multiple Club or Mutual option years with associated buyouts, the buyout associated with the first option year will be prorated over the guaranteed years of the contract, and no other buyout amounts will be included in the calculation of the Player's Salary.

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(L) 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

I. International Talent Committee

A. No later than December 15, 2011, the parties shall form an International Talent Committee ("Committee") to discuss the development and acquisition of international players, including the potential inclusion of international amateur players in a draft, and to examine the rules and procedures pursuant to which international professional players sign contracts with Clubs. The MLB Executive Vice President for Labor and Human Resources and the Executive Director of the MLBPA (or their designees) shall serve as co-chairs of the Committee, and each of them will appoint three additional members of the Committee.

B. The Committee shall hold its first meeting on or before January 15, 2012, and will meet twice a month thereafter. The meetings of the Committee may be attended by staff members of the MLBPA and Office of the Commissioner, and representatives of Clubs and Players who are requested to participate by the Committee.

C. The Committee may retain outside experts to assist it with its deliberations, and any reasonable costs associated with the retention of the experts will be borne by the Office of the Commissioner.

D. The Committee will be charged with advising the MLBPA and the Office of the Commissioner on the following matters:

1. If there is an international draft, whether international players should be part of a single worldwide draft (including players currently covered by the Rule 4 Draft) or a separate draft (or drafts).

2. The appropriate age at which international amateur players should be signed to professional contracts.

3. If there are to be multiple drafts, whether players from Puerto Rico should remain in the Rule 4 Draft or instead be part of an international draft.

4. The development of appropriate country-by-country plans for playing and development opportunities for players prior to draft eligibility, including expansion of the El Torneo Supremo.
5. The development of appropriate plans to provide undrafted or unsigned players (including players age 18 to 21) from Latin America with an opportunity to continue their development, including the creation of a new league or leagues, or the addition of centrally-operated Clubs in the Dominican Summer League ("DSL").
6. Whether and how regulations should be put in place regarding representation of international amateur players (e.g., "independent trainers" and agents).
7. Improving the education and acculturation programs of Clubs at their international academies.
8. What safeguards should be established in relation to any signing bonus payments made to international amateur players.
9. The laws of the countries from which international players are signed and how those laws should affect the actions of the parties.
10. What actions are necessary in order to achieve the negotiation of a revised agreement between MLB and the Mexican League that allows players greater choice of where to play and promotes a fair and open system of player movement.
11. What actions are necessary in order to achieve the negotiation of revisions to the protocol agreements with the Korean Professional Baseball League, the Japanese Professional Baseball League, and the Taiwan R.O.C. League to accommodate a draft.
12. How Cuban players should be treated under an amateur talent system in light of the legal and political factors that affect their signability.

E. No draft of international amateur players may be implemented in 2013 unless the following conditions are satisfied by June 1, 2012:

1. A new agreement is reached with the Mexican League consistent with paragraph I.D.10 above.

2. The protocol agreements with the Korean Professional Baseball League, the Japanese Professional Baseball League, and the Taiwan R.O.C. are revised, consistent with paragraph I.D.11 above.

3. A league and/or additional DSL teams to provide playing opportunities for undrafted/unsigned players are organized to begin play no later than June of the year in which a draft covering international amateurs is scheduled to begin.

4. The country-by-country plans referred to in paragraph D.4 above have been completed for the countries of origin of at least 85% of the international players signed in 2011.

5. Appropriate understandings are reached with government officials in the Dominican Republic (and other countries as necessary).

6. Agreement is reached on a procedure for regulating representatives of international amateur players.

F. If it believes that the conditions listed in paragraph I.E above have been achieved by June 1, 2012, the Office of the Commissioner may give notice that it intends to commence operation of a draft (or drafts) covering international amateur players for the 2013 season and subsequent seasons. Written notice of such intent must be provided to the MLBPA by no later than June 15, 2012, and such notice must include a detailed explanation of the rules and procedures that the Office of the Commissioner intends to use for the draft. The MLBPA may veto the commencement of a draft (or drafts) covering international amateur players for the 2013 season and subsequent seasons by providing written notice of its objection to the Office of the Commissioner by July 1, 2012.

G. If a draft (or drafts) covering international amateur players does not commence in the 2013 season, and irrespective of whether the conditions set forth in I.E have been satisfied, the Office of the Commissioner may provide notice to the MLBPA that it intends to commence operation of a draft (or drafts) covering international amateur players for the 2014 season and subsequent seasons. Written notice of such intent must be provided to the MLBPA by no later than June 1, 2013, and such notice must include a detailed explanation of the rules and procedures that the Office of the Commissioner intends to use for the draft. The MLBPA may veto the commencement of a draft (or drafts) covering international amateur players for the 2014 season and subsequent seasons by providing written notice of its objection to the Office of the Commissioner by June 15, 2013.

II. International Amateur Talent System

A. Calculation of Club Signing Bonus Pool

1. For the 2012-2013 signing period, each Club will be allocated a Signing Bonus Pool of $2.9 million.

2. For each signing period following the 2012-2013 signing period, each Club will be allocated a Signing Bonus Pool based on inverse order of its prior season's winning percentage. The Signing Bonus Pool will be calculated by assigning four bonus values to each Club, and adding $700,000 to the aggregate sum of those values. The Office of the Commissioner will distribute each Club's preliminary Signing Bonus Pool and corresponding bonus values by April 1, and final Signing Bonus Pool no later than June 15.

3. For the 2012-2013 and 2013-2014 signing periods only, a Club's six highest signing bonuses that are equal to or less than $50,000 will not count toward its Signing Bonus Pool. In addition, bonuses provided to players of $7,500 or less will not count toward a Club's Signing Bonus Pool.

4. For signing periods after the 2013-2014 signing period, bonuses provided to players of $10,000 or less will not count toward a Club's Signing Bonus Pool.

5. Signing Bonus Pools will be increased each year based on the annual growth rate of total industry revenue. For the 2013-2014 signing period, the Signing Bonus Pools will be increased by the growth rate of total industry revenue from 2011 to 2012.

6. If the number of international players signed to contracts falls below 600 for the period between January 1, 2012 and December 31, 2012, Clubs' Signing Bonus Pools will be increased by 5% for the 2013-2014 signing period. Notwithstanding the above, if the Office of the Commissioner establishes that the decrease in signings is attributable to changes in government regulations in certain countries (e.g., Venezuela), Clubs' Signing Bonus Pools will not be increased pursuant to this provision. Consideration also will be given to changed circumstances, including political or governmental changes, that would be expected to increase the number of international amateur signings (e.g., Cuba).

B. Signing Period

For purposes of determining compliance with a Club's Signing Bonus Pool, a signing period shall begin on July 2nd and end on June 15th the following year. The period between June 15 and July 2 will be a "closed period" in which international players may not sign contracts. By way of example, the 2012-2013 signing period shall commence on July 2, 2012 and end on June 15, 2013. If there is no draft in 2013, the 2013-2014 signing period shall commence on July 2, 2013 and end on June 15, 2014. Any Club that fails to submit a contract to the Office of the Commissioner in order to circumvent the system will be subject to penalties determined by the Commissioner.

C. Penalties for Exceeding The Signing Bonus Pool

1. Penalties in Signing Periods Preceding a Draft Year.

In any signing period commencing in the year prior to a year in which there will be an international draft, a Club that exceeds its Signing Bonus Pool will be subject to the penalties listed below. By way of example, if there will be a draft in 2013, a Club that exceeds its Signing Bonus Pool

in the 2012-2013 signing period will be subject to these penalties. Similarly, if there will be a draft in 2014, a Club that exceeds its Signing Bonus Pool in 2013-2014 will be subject to the penalties.

a. 0-5% in excess of Pool—75% tax on all of the Pool overage.

b. 5-10% in excess of Pool—75% tax on all of the Pool overage and loss of 1st round pick in the next succeeding international draft.

c. 10-15% in excess of Pool—100% tax on all of the Pool overage and loss of 1st round pick and 2nd round pick in next succeeding international draft.

d. 15% or greater in excess of Pool—100% tax on all of the Pool overage and loss of loss of 1st round picks in next two succeeding international drafts.

Note: If a Club exceeds its Signing Bonus Pool, and it does not possess the draft picks subject to forfeiture as a result of being penalized in a prior year under the agreement, it will forfeit the designated draft picks in the next draft in which it possesses the relevant picks.

2. Interim Penalties in the 2012-2013 and 2013-2014 Signing Periods.

If a draft will not occur in 2013 and/or 2014 either because the conditions set forth in paragraph I.E above were not satisfied, or the MLBPA exercised its veto rights under paragraphs I.F or I.G above, Clubs that exceed their Signing Bonus Pool in the 2012-2013 signing period and/or 2013-2014 signing period will be subject to the following penalties:

a. 0-5% in excess of Pool—75% tax on all of the Pool overage.

b. 5-10% in excess of Pool—75% tax on all of the Pool overage and loss of right to provide more than one player in the next succeeding signing period with a bonus in excess of $500,000.

c. 10-15% in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next succeeding signing period with a bonus in excess of $500,000.

d. 15% or greater in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next succeeding signing period with a bonus in excess of $250,000.

3. Penalties Beginning in the 2014-2015 Signing Period if there is not an international draft.

   If an international draft does not occur by July 2014, Clubs that exceed their Signing Bonus Pools beginning in the 2014-2015 signing period will be subject to the following penalties:

   a. 0-5% in excess of Pool—100% tax on all of the Pool overage.

   b. 5-10% in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next signing period with a bonus in excess of $500,000.

   c. 10-15% in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next succeeding signing period with a bonus in excess of $300,000.

   d. 15% or greater in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next two succeeding signing periods with a bonus in excess of $300,000.

   Note: If a Club exceeds its Signing Bonus Pool, and it had already lost the right to sign players in the signing period in which the Club is to be penalized, it will be assessed the designated penalty in the first signing period in which it is not subject to any penalties under this provision.

4. During the 2012-2013 and 2013-2014 signing periods, any tax proceeds generated as a result of a Club exceeding its Signing Bonus Pool will be used by the Office of the Com-

missioner, after considering the recommendations of the Committee, to offset the cost of international reforms. Thereafter, unless an international draft becomes operational, the Office of the Commissioner may use the tax proceeds to further the international development of baseball.

D. Assignment of Signing Bonus Values

Beginning in the 2013-2014 signing period, Clubs may assign any of the four bonus values that comprise their Signing Bonus Pool in accordance with the following:

1. A Club only may assign the total amount of a bonus value, but not a portion thereof. For example, a Club with an international bonus value of $1 million may assign the $1 million value to another Club, but may not assign only a portion of that value.

2. In any assignment of a bonus value, the Signing Bonus Pool of the assignor Club will be reduced by the amount of the value, and the Signing Bonus Pool of the assignee Club will be increased by the amount of the value.

3. In any signing period, a Club may not acquire via an assignment bonus values that constitute in the aggregate more than 50% of its original Signing Bonus Pool. By way of example, a Club with a Signing Bonus Pool of $4 million could not acquire via assignment more than $2 million in additional Signing Bonus Pool capacity. If a Club does acquire via assignments more Signing Bonus Pool capacity than is permitted under this paragraph, its Signing Bonus Pool will be reduced to 150% of its original Signing Bonus Pool.

4. A Club may not acquire bonus values via an assignment after it has exceeded its available Signing Bonus Pool. By way of example, if a Club had $1 million left in its Signing Bonus Pool on August 1, and signed a player for $1.5 million on August 15, it could not acquire additional bonus values after it signed the player on August 15.

5. Cash consideration of any kind is not permitted to be included in a trade involving a Club's bonus values 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 bonus values for a signing period during that signing period. For example, a Club may not assign its bonus values for the 2015-2016 signing period during the 2014-2015 signing period.

E. Players Covered by a Club's Signing Bonus Pool and Exemptions from Pool

1. International Players (defined as players who are residents of any country or territory other than the United States, Canada, and Puerto Rico) will be covered by a Club's Signing Bonus Pool unless exempted pursuant to subparagraphs E.2 below.

2. 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.

b. Players who are least 23 years of age and have played as a professional in a league recognized by the Commissioner's Office for a minimum of five seasons. During the 2012-2013 and 2013-2014 signing periods, Cuban players who are at least 23 years of age and have played as a professional in a Cuban professional league for a minimum of three seasons will be covered by this exemption. In all signing periods following the 2013-2014 signing period, Cuban players only will be exempt if they are 23 years of age and have played as a professional in a Cuban professional league for a minimum of five seasons.

F. Registration Process for Each Signing Period

1. A player must be registered with the Office of the Commissioner by the May 1 preceding the signing period in order to sign a contract during the signing period.

2. Any prospect who is not registered with the Office of the Commissioner as of the May 1 deadline, or who refused to register (including submit to an appropriate age and identity investigation and/or a drug test), 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. The Office of the Commissioner and the Players Association will agree on a country-by-country basis to a set of procedures to facilitate the registration of players.

4. As of June 21st 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.

5. 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 MLR 3(a)(1)(E).

6. Any player who is eligible to sign a Minor League Uniform Player Contract under Major League Rule 3(a)(1)(B) prior to July 2, 2012 will be exempt from the registration requirement.

7. All applicable memoranda distributed by the Office of the Commissioner will be amended to reflect the registration calendar established in this paragraph II.F.

G. Contract Requirements

1. All players who are covered by a Club's Signing Bonus Pool must sign a Minor League Uniform Player Contract.

2. The Office of the Commissioner shall provide to the Players Association with access to all contracts that are governed by the regulations of this subsection II.

3. The Players Association will not grieve or otherwise challenge the Office of the Commissioner's modification of the Major League Rules to permit Clubs to include a special covenant in a first-year Minor League 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 Players Association's agreement not to grieve or challenge the Rule change is conditioned on the Office of the Commissioner providing players whose contracts are voided 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 agreement of the Players Association not to grieve or challenge the Rule change is conditioned upon the right to review and approve said dispute resolution procedure, which approval shall not be unreasonably withheld. In addition, the Office of the Commissioner agrees to give MLBPA written notice of any action by a Club voiding a contract pursuant to this subsection G.3.

III. Education Committee

The parties will establish a permanent Education/Vocational Committee consisting of representatives of both parties to assist international players who are not drafted, or are released prior to reaching the Major Leagues, with their transition to educational/vocational programs or the workforce. The Office of the Commissioner will provide the Committee with an annual operating budget. The Committee will focus on the following activities:

A. Working with government officials in various countries to expedite the entry of the former players into government or private education or vocational programs.

B. Assisting former players in applying for scholarships or grants.

C. Establishing programs with local educational institutions or employers to help former players obtain jobs or training.

D. Working with agencies and private groups in the United States to provide scholarships to former players.

E. Reviewing the quality of playing opportunities for players not selected in the draft or who elected not to sign.

IV. Sunset

If the parties fail to reach a new Basic Agreement by the end of the 2016-2017 signing period, the status quo will revert to the system governing international signings prior to the execution of the new Basic Agreement.

SCHEDULE 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 12, 2011 ("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(F) 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 obligation 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 Senior Vice President, Standards and On-Field Operations 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 effective April 1, 2012 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.

Special Covenants

Approval

This contract or any supplement hereto shall not be valid or effective unless and until approved by the Commissioner.

Signed in duplicate this _____ day of _____ , A.D. _____

_____ _____
(Player) (Club)

_____ By _____
(Home address of Player) (Authorized Signature)

Approved _____, _____

_____
Commissioner

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.

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LIFE INSURANCE NOTICE AND CONSENT FORM

1. Your Club intends to insure your life under a life insurance policy (the "Policy"). The purpose of the Policy is to offset amounts that the Club may pay under your Uniform Player's Contract ("Player Contract") in the event 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:

- The Major League salary provided under your Player Contract, up to one million dollars ($1,000,000) and (if applicable)
- 75% of the amount by which the Major League salary provided under your Player Contract exceeds one million dollars ($1,000,000.00).

In no event will the amount for which your life is insured under the Policy ever exceed a maximum limit of thirty million dollars ($30,000,000.00). 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 will 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 and this consent form will be valid for the length of your Player Contract. Each time you enter into a new or revised Player Contract, a new Policy will be purchased and you will be asked to sign a new consent form.

5. Your Club will be the sole beneficiary 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:

- The Major League salary provided under my Player Contract, up to one million dollars ($1,000,000), ***and*** (if applicable)
- 75% of the amount by which the Major League salary provided under my Player Contract exceeds one million dollars ($1,000,000.00).

B. The amount for which my life is insured under the Policy will never exceed a maximum limit of thirty million dollars ($30,000,000.00). 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 will 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) will be the owner of the Policy. My Club will be the beneficiary of the Policy.

D. 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. 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 A

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.

A Player or Players may be accompanied by a representative of the Players Association who may participate in the hearing and represent the Player or Players. 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 Executive Vice President, Administration pursuant to Article XI(C).