#	ECONOMIC & SYSTEM ISSUES	DESCRIPTION
1.	**Term**	Ten-Year Agreement with mutual right to terminate after eight (8) years.
		NHL shall have the first option to terminate, exercisable by no later than September 1, 2019. NHLPA shall have the second option to terminate, exercisable by no later than September 15, 2019.
		Expiration date on September 15, 2022 unless otherwise terminated in accordance with the terms set out in this Agreement.
2.	**HRR Accounting**	Current HRR Accounting with review, update and enforcement of relevant Side Letters from the expired CBA.
3.	**Applicable Players' Share**	For each year of the CBA, the Players' Share shall be Fifty (50) percent of Actual HRR.
4.	**No "Rollback"**	Current SPCs will not be reduced, re-written or rolled back. Instead, all current Players' SPCs will be retained at their current face value for the duration of their terms, subject to the operation of the escrow mechanism in the same manner as it worked under the expired CBA. If any current SPCs have salaries for future years below the Minimum NHL Salary, they will be adjusted upwards to the Minimum NHL Salary in those years. In such cases, there will be a corresponding adjustment made to an SPC's Averaged Amount as a result of the upward adjustment(s) to the Minimum NHL Salary. There shall be no "rollbacks" of current SPCs based on the application of the 20% Rule.
5.	**Transition Payments**	With regard to the Transition Payments described below, the NHL and NHLPA shall discuss in good faith on or about February 28, 2013 the financial performance of the League (as a whole) to that point in the 2012/13 League Year, and shall endeavor to make estimates as to Initial and Final HRR and Player Escrow. Based upon those estimates, the parties shall consider alternative payment schedules with respect to the $300 million in Transition Payments and any payments that may be required to be made by the League at year-end on account of any Shortfall. Absent agreement between the parties by June 30, 2013, the following shall apply: The League will pay a fixed amount of $300 million as "Transition Payments," which will be payable on a deferred basis over three years: • $100 million payable on the earlier of (i) the execution of the 2013/14 "Year-End HRR Resolution Letter" or (ii) October 21st, 2014; • $100 million payable on the earlier of (i) the execution of the 2014/15 "Year-End HRR Resolution Letter" or (ii) October 21st, 2015; and • $100 million payable on the earlier of (i) the execution of the 2015/16 "Year-End HRR Resolution Letter" or (ii) October 21st, 2016. The NHLPA may vary the attribution of the Transition Payments to specific League Years (but not the payment) in its sole discretion. The Transition Payments shall be paid on a deferred basis (in each of Years 2, 3, and 4 as outlined above), with 2% simple interest to Players in amounts to be determined and as directed by the NHLPA, including by crediting all or a portion of a scheduled and due Transition Payment against an Overage for the most recently completed season. For example, the NHLPA may direct that all or a portion of the Transition Payment scheduled for October 2014 be credited against the Overage attributable to the 2013/14 season.
6.	**Payroll Range, Transition and Compliance Buy-Outs**	2012/13 Payroll Range: Lower Limit = $44 Million Midpoint = $52 Million Upper Limit = $60 Million

#	ECONOMIC & SYSTEM ISSUES	DESCRIPTION
		As a matter of "Transition," Clubs will be permitted to exceed the Upper Limit for the 2012/13 season only (but in no event will Club's Averaged Club Salary be permitted to exceed the pre-CBA Upper Limit of $70.2 Million (excluding permissible exceptions)). For further clarity, the Upper Limit shall be $70.2M for the purpose of items such as the Performance Bonus Cushion, 20% Maximum (as it relates to existing contracts only), Tagging, Earned Performance Bonus Penalties, Retained Salary Transactions (subject to ability to comply with lower cap in Year 2 on multi-year contracts), etc.
		During the Ordinary Course "Buy-Out" periods following the 2012/13 season and 2013/14 season, in addition to any other Ordinary Course "Buy-Outs" a Club may elect to effectuate pursuant to Paragraph 13 of the SPC, Clubs may elect to terminate and "buy-out" the already existing SPCs of up to two (2) additional Players (in the aggregate over the two (2) years) on a Compliance basis (a "Compliance Buy-Out"). Such Compliance Buy-Out(s) would be effectuated on the same terms as are set forth in Paragraph 13 of the SPC, except that the amounts paid under such "buy-out(s)" will not be charged against the Club's Cap in any of the years in which the payments are made to the Player. Amounts paid under such Compliance Buy-Out(s) will, however, be counted against the Players' Share during any League Year in which the "buy-out" payments are made. A Player that has been bought out under these Compliance Buy-Out provisions shall be prohibited from re-joining the Club that bought him out (via re-signing, Assignment, Waiver claim or otherwise) for the duration of the 2013/14 League Year (if the Player was bought out in 2013) and the 2014/15 League Year (if the Player was bought out in 2014).
		The Payroll Range for 2013/14 shall be as follows: Lower Limit = $44 Million Midpoint = $54.15 Million Upper Limit = $64.3 Million
		Beginning in 2014/15, and on a going forward basis, the Payroll Range will be calculated as follows: a) The Midpoint will be calculated in accordance with the formula utilized in the expired CBA, including with respect to the year-over-year growth factor and using 50% as the applicable Players' Share. b) The Upper and Lower Limits will be determined as follows: • Upper Limit: +15% of the Adjusted Midpoint • Lower Limit: -15% of the Adjusted Midpoint • Notwithstanding the foregoing, the Upper Limit shall never fall below $64.3M during the term of this Agreement and the magnitude of the Payroll Range shall never fall below $16 million and never rise above $28 million (from Lower Limit to Upper Limit).
7.	**Defined Benefit Pension Plan**	Establishment of Defined Benefit Pension Plan in the form agreed to by the NHL/NHLPA.
8.	**Lower Limit/Performance Bonuses**	Payroll Lower Limit must be satisfied without performance bonuses.
9.	**"Cap Advantage Recapture"**	For all existing SPCs with terms in excess of six (6) years ("long-term contracts"), a "Cap Advantage Recapture" provision will become applicable. Specifically, for years in which the Player under a long-term contract is no longer playing in the League by reason of retirement, "defection" from the NHL or otherwise (such that he is not playing and is not receiving Salary pursuant to the terms of his SPC), any "Cap Advantage" that may have been gained by a Club during the time the Player was playing in the League under his SPC (defined as the amount by which a Player's actual cash compensation exceeds his full Averaged Amount ("AA")), both annually and in the aggregate, will be "Recaptured," and charged against the Club's Upper Limit from year-to-year in equal amounts over

#	ECONOMIC & SYSTEM ISSUES	DESCRIPTION
		the remaining term of the Player's SPC. If the contract in question is ever traded or assigned to one or more other Clubs in the League, each Club will be subject to being charged with any and all "Cap Advantage" amounts it receives while being obligated pursuant the contract. The "Cap Advantage Recapture" provision will not apply to "Cap Advantage" amounts a Club may have gained prior to trading a Player's contract, where such trade occurred before the execution of the new Agreement (including any binding MOU). On a "bona fide" mid-season retirement, the Cap Advantage Recapture charge shall begin accruing in the following League Year. The parties shall discuss the treatment of a Cap Advantage Recapture charge in the case of a retirement "orchestrated" for the sole purpose of delaying the cap charge to the following year.
10.	**Contracts Outside the League**	Money paid to Players on NHL SPCs (one-ways and two-ways) in another professional league will not be counted against the Players' Share, but will be counted against the NHL Club's Averaged Club Salary for the period during which such Player is loaned to another professional league as follows: a) In the case of a one-way SPC, the AA of such SPC less the then applicable NHL Minimum Salary plus $375,000 (e.g., currently $900,000) will be counted against the Club's Averaged Club Salary, or b) In the case of a two-way SPC, the total compensation (defined for these purposes as the greater of: i) that League's Year's stated Paragraph 1 Minor League Salary and Bonuses (other than Exhibit 5 Bonuses unless earned) and ii) guaranteed salary and Bonuses) in excess of the then applicable NHL Minimum Salary plus $375,000 (e.g., currently $900,000) will be counted against the Club's Averaged Club Salary. For further clarity, any Exhibit 5 performance bonuses payable but not earned/paid shall not be charged to the Club's Averaged Club Salary pursuant to this provision. For example, if a Player on a two-way SPC with Paragraph 1 Salary of $600,000/$60,000 and Earnable Exhibit 5 Performance Bonuses of $2,850,000 (AA = 3,450,000) is Loaned to another professional League, the Player's Club will not receive a charge to its Averaged Club Salary for as long as such Player is on Loan.
11.	**Retained Salary Transactions**	In the context of Player Trades, participating Clubs will be permitted to allocate the AA and related Salary and Bonus payment obligations between them, subject to specified parameters ("Retained Salary Transaction"). Specifically, the Club trading a Player may agree to retain a percentage of the SPC's AA and related Salary and Bonus obligations for each of the remaining years of the Player's SPC, up to 50% of the SPC's AA. In each Retained Salary Transaction, the percentage allocation of the retained AA and retained Salary and Bonuses must be the same (i.e., the Salary and Bonus obligations as between Clubs would be allocated on the same percentage basis as the AA being allocated) and cannot be altered from year to year. So, for instance, if an assigning Club agrees to retain 30% of an SPC's AA over the balance of its term, it will also retain an obligation to reimburse the acquiring Club 30% of the Player's contractual compensation (Salary and Bonuses) in each of the remaining years of the contract. A Club may have up to a maximum of three (3) SPCs on its Cap per League Year as to which a portion of the AA and Salary have been retained in a Player Trade, provided, however, that the aggregate amount of AA retained by a Club does not exceed 15% of the Upper Limit (e.g., 15% of $70.2 million or $10.53 million in Year 1; 15% of $64.3 million or $9.645 million in Year 2; or $12 million if the Upper Limit equals $80.0 million) in the aggregate for all such contracts in any one year. An SPC can be subject to a Retained Salary Transaction up to a maximum of two (2) times. The NHL shall promptly disclose the amount of Retained Salary and Bonus obligations in every Retained Salary Transaction to the NHLPA. In the case of one or more Retained Salary Transactions, and a subsequent SPC "buy-out" or termination such that the SPC is no longer in force, the resulting cash and cap consequences will

#	ECONOMIC & SYSTEM ISSUES	DESCRIPTION
		be divided as between the Club parties to the prior transaction(s) on the same basis they originally agreed upon. In the case of one or more Retained Salary Transactions, and a subsequent Loan of the SPC, the prior Club(s) shall retain their portion of the SPC's NHL cap charge that they agreed to retain for the balance of the Player's contract (regardless of whether the Player is ever recalled), but will get the benefit of any reduced cash obligations to the Player during the time he is playing outside the League. The Player shall be paid by the Club for which he currently plays (or most recently played for).
12.	**"Over 35" Rule**	The "Over 35" Rule will remain status quo.
13.	**Tagged Payroll Room**	Beginning on March 1 of any League Year (2013/14 League Year and beyond), the Upper Limit shall be increased by 10% for the sole purpose of calculating Tagged Payroll Room.
14.	**Entry Level System**	Maintenance of existing Entry Level System commitment (i.e., generally three (3) years). Players will be entitled to negotiate and receive Signing Bonus payments covering their participation in a "partial" first season of a multi-year ELS SPC.
15.	**Salary Arbitration**	Maintenance of existing Salary Arbitration System (i.e., generally eligibility for election after four years of professional experience).
		Notwithstanding that a Club has filed for Salary Arbitration on a player pursuant to CBA 12.3(a) such Player shall be permitted to sign an Offer Sheet until July 5, 5:00 pm. The threshold for CBA 12.3(a) election shall be $1.75 million in that League Year (which amount shall be indexed to the percentage increase in Average League Salary ("ALS") starting with 2013/14 as the base year, with 2014/15 being the first year such increase shall take effect).
		Each party will have an extra fifteen (15) minutes to make its submissions before a new Salary Arbitrator who has never presided over a hearing.
		Salary Arbitration Walk-Away rights will be limited to awards equal to or greater than $3.5 million per annum (which amount shall be indexed to the percentage increase in ALS starting with 2013/14 as the base year, with 2014/15 being the first year such increase shall take effect).
		During the second "buy-out" period (following Salary Arbitration), a Club may not "buy-out" a Player who: (i) was not on its Reserve List as of the most recent Trade Deadline; or (ii) has an AA that is less than $2,750,000 (which amount shall be indexed to the percentage increase in ALS starting with 2013/14 as the base year, with 2014/15 being the first year such increase shall take effect). For example, if a Player with an AA of $5,000,000 is acquired by a Club that is able to execute a buy-out during the second buyout period on the July 15 immediately prior to such second buy-out period, he cannot be bought out by the Club during that second buy-out period.
16.	**Group 3 UFA**	Maintenance of existing Group 3 UFA eligibility standards, which allow for Players to become Unrestricted Free Agents at age 27 or upon achieving seven (7) Accrued Seasons.
		Opening date for Free Agency shall remain status quo (July 1). Unrestricted Free Agents may meet and interview with potential new Clubs from the day after the Entry Draft (but not later than June 25) until June 30.
17.	**Contract Term**	Maximum contract length of seven (7) years subject to Club's ability to re-sign its own Player for a term of up to eight (8) years (provided the Player was on the Club's Reserve List as of the most recent Trade Deadline). With respect to potential Unrestricted Free Agents only, the option to re-sign a Player for an 8-year term expires with the opening of Free Agency on July 1.

#	ECONOMIC & SYSTEM ISSUES	DESCRIPTION
18.	**Contract Variability**	For multi-year SPCs that are "Front-Loaded Contracts," i.e., where the average of the Player Salary and Bonuses in the first one-half of the contract is greater than the AA over the full term of the SPC: a) Year-to-year variability in compensation (each year's Salary and Bonuses) will be limited to 35% of the compensation (Salary and Bonuses) in the first year of the SPC. For example, if a Player earns $10 million in compensation (Salary and Bonuses) in Year 1 of his SPC, his compensation (Salary and Bonuses) cannot increase or decrease by more than $3.5 million in any subsequent year of the SPC. b) The lowest year's compensation (Salary and Bonuses) cannot be less than 50% of the highest year's compensation (Salary and Bonuses) of the SPC. For example, if in the highest year's compensation (Salary and Bonuses) of a Player's SPC, he earns $10 million in total compensation (Salary and Bonuses), he may never earn less than $5 million in any single year during the term of his SPC. For all other multi-year SPCs (i.e., not Front-Loaded Contracts as defined above), the 100% Rule shall apply.
19.	**Re-Entry Waivers**	Re-Entry Waivers will be eliminated.
20.	**Mutual Disclosure**	The parties will provide prompt, mutual disclosure of European loan agreements, ATO's and PTO's for the current and prior season, both as they may relate to NHL Clubs and/or their AHL or other minor league affiliates.
21.	**Escrow**	NHLPA shall no longer be required to "guarantee" the amount of any year-end "Overage" in the event the money retained in Escrow in any year is insufficient to repay the League and Clubs. In such cases, the amount of any unpaid Overage will be repaid to the League out of Players' Share in the following League Year.
		NHLPA shall have the unilateral discretion to set a more conservative (i.e., higher) Escrow percentage rate than the one that would otherwise be prescribed by CBA 50.4(d)(iv) during the course of any season under the CBA, and the NHL will have the reciprocal discretion to set a more conservative (i.e., higher) Escrow percentage rate in the last year of the CBA, provided that any rate prescribed by the NHL must be reasonably related to a potential liability on Overage.
22.	**Minimum Salaries**	Will be set at: • $525,000 for 2012/13; • $550,000 in 2013/14 and 2014/15; • $575,000 in 2015/16 and 2016/17; • $650,000 in 2017/18 and 2018/19; • $700,000 in 2019/20 and 2020/21; and • $750,000 in 2021/22
23.	**Playoff Pool**	Effective immediately, the Playoff Pool will be increased from $6.5 million to: • $13 million for 2012/13 and 2013/14; • $14 million for 2014/15 and 2015/16; • $15 million for 2016/17 and 2017/18; • $16 million for 2018/19 and 2019/20; and • $17 million for 2020/21 and 2021/22 These amounts will continue to be included and counted as "Player Benefits" pursuant to CBA 50.3.
24.	**Minimum Playing Roster**	Clubs who are forced by reason of insufficient Cap Room (resulting from Player injury or suspension) to dress short of 18 and 2 for consecutive games ("roster emergency") may, beginning for the second and continuing with all subsequent consecutive games, and without any charge to

#	ECONOMIC & SYSTEM ISSUES	DESCRIPTION
		the team's Payroll Range for the duration of the roster emergency, add to its Playing Roster and dress the requisite number of "emergency replacement" Players provided, however, that: a) Any and all such recalled "emergency replacement" Players shall have an AA that is not more than the then-applicable NHL Minimum Salary plus $100,000 (e.g., currently $625,000), and b) Each such Player may only remain on that Club's Active Roster during the period of the "roster emergency."
25.	**Performance Bonus Cushion**	Performance Bonus Cushion provisions to be applicable in every year of the CBA (including the last year).
26.	**No Move/No Trade Clauses**	No Move/No Trade Clauses that are negotiated as part of a contract extension may become effective immediately upon execution of, but prior to the effectiveness of, the extension contract, provided: a) The Player is otherwise currently eligible to have a No Move/No Trade Clause, and b) The Club with whom the contract extension is entered into agrees to make the No Move/No Trade Clause effective immediately upon execution of the extension contract.
27.	**Long-Term Injury**	The Long-Term Injury ("LTI") provisions will remain status quo with the provisions as incorporated and interpreted in the expired CBA.

#	REVENUE SHARING	DESCRIPTION
1.	**Sources and Uses**	NHL commits to Revenue Sharing Pool of 6.055 percent of HRR (as defined for purposes of calculating Players' Share) in each year, provided that in no year shall the total Revenue Sharing Pool exceed the amount necessary to fund recipient Clubs "up to the Midpoint" (i.e., the total amount necessary to fund all Clubs with Available Team Player Compensation amounts below the Adjusted Midpoint up to the Adjusted Midpoint (or from the Minimum Team Player Compensation point to the Adjusted Midpoint)).
		One-half of the total Revenue Sharing Pool (50%) will be raised from the Top 10 Revenue Grossing Clubs using the Initial Funding Phase formula as defined in the expired CBA. The League will treat the calculation of revenue and costs pertaining to revenue sharing consistently with past practices under the expired CBA to determine Distribution for Recipient Clubs and Contribution Amount for the Contributing Clubs. Specifically, revenues are calculated consistent with HRR reporting (net of Direct Costs), but excluding any "HRR top-side" adjustments. Costs for purposes of determining the Contribution Amounts for the Contributing Clubs in the Initial Funding Phase include: (i) deduction of building costs, including allocations of "corporate overhead costs" as reported on Schedule 11 of the Unified Report of Operations ("URO") and (ii) Other Direct Costs of Revenues, including costs allocations, as reported by Clubs on Schedule 8 of the URO. In addition, in determining the Contribution Amount for the Contributing Clubs, the League, in its sole discretion, will have the ability to evaluate on a Club-by-Club basis, capital expenditures made by Contributing Clubs in determining such Club's Contribution Amount as set forth in the draft of Article 49 (any "capital expenditure" credit developed will be applied consistently as among the Contributing Clubs.) In no event will any Contributing Club's Contributing Amount be in excess of twenty-five (25) percent of the total amount required to be collected during the Initial Funding Phase. The League will provide to the RSOC the calculations that form the bases for determining every Club's position in each component of the revenue sharing system, any primary documents that support those calculations, and answers to any questions the RSOC has about those calculations. The remaining 50% will be raised from a combination of centrally generated League revenues and a

#	REVENUE SHARING	DESCRIPTION
		flat tax (i.e., 35%) on each Club's Playoff gate receipts. Any funds owing and returned to the League at year's end from Player Escrow in Year 1 of the Agreement may be utilized and distributed by the League in its sole discretion. Any funds owing and returned to the League at year's end from Player Escrow in all subsequent years of the Agreement will be deemed to be centrally generated League revenues and will be distributed to Clubs in equal portions, or otherwise in accordance with Board of Governors' direction.
		For each of the first two years of the CBA, no Club will receive less in total Revenue Sharing (as reduced "pro rata" to reflect the shortened season and/or any reduction in League-wide HRR from $3.303 Billion) than it received in 2011/12 (as would have been calculated without any "clawback"). To the extent this provision requires additional funds over and above what the system would otherwise provide for in either of the first two (2) years, such additional funding would be provided and paid for out of centrally generated League revenues.
		Current Revenue Sharing "Disqualification" criteria in CBA (for Clubs in Top Half of League revenues and Clubs in large media markets) will be removed. Clubs in TV Household DMAs above 3 million will be eligible to receive up to 50% of a "full share" to the extent they otherwise qualify.
		Revenue Sharing recipients will receive distributions in the amounts and pursuant to the formula prescribed in the expired CBA, subject to modification of the definition of "Minimum Team Player Compensation," which will now be defined and calculated as 70% of the Lower Limit. Additionally, the Revenue Sharing Oversight Committee ("RSOC") (as described below) shall have the discretion to vary the distributions made to Recipient Clubs in the manner described below. Any such variations will require corresponding variations from other Revenue Sharing Recipients such that the total Revenue Sharing Pool remains unchanged.
2.	**Revenue Sharing Oversight Committee**	A Revenue Sharing Oversight Committee will be formed to oversee and administer specifically enumerated aspects of the Revenue Sharing system. The RSOC will consist of three (3) members chosen by the NHLPA (including at least 1 Player) and four (4) members chosen by the Commissioner, including a Chairman (and also including at least 1 Owner). The Commissioner of the NHL and the Executive Director of the NHLPA shall serve as ex-officio members of the RSOC with all rights and privileges of a RSOC member, except voting rights. Parties may name up to two (2) alternate RSOC members who will serve in the absence of the party's respective members, provided, however, that all RSOC meetings must be conducted with at least one (1) Player member and one (1) Owner member present.
		The Members of the Revenue Sharing Oversight Committee shall be entitled to receive the Initial and Final HRR Reports, UROs and audited financial statements (to the extent available and generated in the ordinary course of its business), for each Club and any Club Affiliated Entity that reports revenues included in HRR, on a timely basis as they become available, to the extent that the Club has legal access to such documents. Members of the Revenue Sharing Oversight Committee may request any additional relevant financial information upon the majority vote of the Committee. The NHLPA by virtue of its participation on the Revenue Sharing Oversight Committee shall be entitled to receive any documents or information given to the RSOC. To the extent necessary, the NHLPA, and its constituent members of the RSOC, shall enter into confidentiality agreements with third parties involved in these documents.
		Any and all documents provided to the Revenue Sharing Oversight Committee and to the NHLPA, including, but not limited to, Club business plans (as described in Article 49.3(d)) and all financial information described above, shall be deemed and kept confidential, and may be disclosed to any other party only with the prior written consent of the producing Club. The RSOC and the NHLPA shall treat such information in a manner consistent with "Protected Information" pursuant to the

#	REVENUE SHARING	DESCRIPTION
		February 21, 2012 Non-Disclosure Agreement between the NHL and NHLPA.
		The RSOC may approve by majority vote a distribution to any Recipient Club within 15 percent (+/-) of their formulaic entitlement. They may also approve, by a five-person vote, distributions outside of the +/-15% range, but only in the direction of the "Straight Pool," and only to the extent the variation does not exceed such Club's "Straight Pool" value for Regular Season HRR. Any such variations will require corresponding variations from other Revenue Sharing Recipients such that the total Revenue Sharing Pool remains unchanged.
		The RSOC will monitor and review on a regular and ongoing basis the relative "funding" and "distribution" formulas for Revenue Sharing, and may, by five-person majority, enact changes to such formulas as necessary and appropriate.
3.	**Industry Growth Fund**	NHL will create a callable Industry Growth Fund providing access to capital of up to a maximum $60 million, which will be funded, where necessary, both initially and in successive years, by contributions of up to $20 million annually from centrally generated League revenues. (If, in any year, a portion of the $20 million allocated for that League Year is not spent or committed by the RSOC, any such "unused" amount will be "rolled over" into the next year and will supplement the new $20 million made available for use on account of that subsequent League Year. This process will be repeated until the balance of dollars available through the Fund reaches a maximum of $60 million.) The purpose of the Industry Growth Fund will be to make long-term improvements in the revenue generating potential of the low grossing Clubs. The $20 million annual funding threshold for the Industry Growth Fund will be monitored and reviewed on a regular basis by the RSOC, and can be increased by its direction by a five-person vote of the RSOC.
		Existing performance and revenue sharing "reduction" standards and provisions relating to "non-performers" (i.e., CBA 49.3(d)(i) and 49.3(d)(ii)) will be eliminated.
		All Clubs that are not generating Regular Season gate revenues totaling at least 75% of the League-wide average (e.g., $750,000 for the 2011/12 League Year) will automatically be subject to League and RSOC oversight and will be eligible for possible assistance from the Industry Growth Fund. All such Clubs will be required to submit business plans explaining the steps the Club intends to take in order to achieve an improved and acceptable level of business performance, and their continuing eligibility to receive revenue sharing funding can be conditioned on successfully executing on those plans. Industry Growth Fund resources may be used to facilitate the implementation of a Club's growth plan, either through supplemental sharing grants, loans or in-kind contributions. Any repayments of those loans would be returned to the Industry Growth Fund for further deployment. Relocated Clubs, Expansion Clubs and Clubs with new ownership shall be exempt from this aspect of RSOC oversight for their respective first two (2) seasons in such status.
		Industry Growth Fund funding is also available both for other team(s), including for prospective Club purchasers, relocated and expansion Clubs, or Clubs with new ownership in their first two seasons of operation, and for other industry-wide programs or projects proposed by any member of the RSOC with the approval of a five-person vote of the RSOC

#	SUPPLEMENTAL AND COMMISSIONER DISCIPLINE	DESCRIPTION
1.	**Overview**	Separate on-ice and off-ice discipline into two distinct CBA articles.

#	SUPPLEMENTAL AND COMMISSIONER DISCIPLINE	DESCRIPTION
		Introduction of additional procedural safeguards, including an ultimate appeal right to a "neutral" third party arbitrator for both on-ice and off-ice discipline.
2.	**Supplemental Discipline for On-Ice Conduct**	Permissible fines for on-ice infractions increased to an amount up to 50 percent of the Player's Paragraph 1 NHL Salary and Bonuses (not including Performance Bonuses) divided by the number of days in the Regular Season and may not exceed $10,000 on a first-time basis, and $15,000 on a second and subsequent time basis (determined in accordance with a rolling 12-month period). All fines above $5,000 are subject to the hearing procedure accorded to Players subject to suspension not exceeding five (5) Games. Player fines shall not be charged against the Players' Share.
		A Player who is subject to supplementary discipline shall receive notification of the pending disciplinary proceeding and the grounds for the proposed discipline by means of an NHLPA-hosted extranet site immediately after the decision to hold a hearing is made. A copy of the notice shall also be sent to the NHLPA. For suspensions of six (6) or more games, the notice shall inform the Player that he has a right to an in-person hearing and that if he intends to waive his right to an in-person hearing he should immediately consult with the NHLPA before making his decision.
		Same Salary forfeiture formula for first and repeat/subsequent offenders as in the expired CBA.
		The League shall notify the Player by means of the NHLPA-hosted extranet site, and the Club and NHLPA by e-mail of any decision regarding Supplemental Discipline before any announcement is made to the media.
		Players may appeal all on-ice discipline to the Commissioner, provided written notice of the appeal is provided within 48 hours. The Commissioner will endeavor to hear all appeals on an expedited basis and will determine whether the decision was supported by clear and convincing evidence. A subsequent appeal right to a neutral arbitrator will be available for suspensions of six (6) or more games. The neutral arbitrator shall have full remedial authority in respect of the matter. The standard of review will be whether the League's finding of violation of the League Playing Rules and the penalty imposed were both supported by substantial evidence.
		In all appeals (first to the Commissioner and then to the neutral arbitrator), the Player will remain suspended pending appeal (unless the full term of the Player's suspension has run).
		The Commissioner and the neutral arbitrator may consider new evidence relating to the incident even if such evidence was not available at the time of the initial supplementary discipline hearing and decision or, in the case of an appeal to the neutral arbitrator, at the time of the Commissioner's hearing or decision.
3.	**Commissioner Discipline for Off-Ice Conduct ("Other Commissioner Discipline")**	"Other Commissioner Discipline" shall mean any discipline imposed for Player conduct not governed by the procedures applicable to Supplementary Discipline for on-ice Player conduct.
		Whenever the Commissioner determines that a Player has violated a League Rule applicable to Players (other than Rules subjecting the Player to potential on-ice discipline), or has been guilty of conduct (whether during or outside the playing season) that is detrimental to or against the welfare of the League or the game of hockey, he may discipline such Player in any or all of the following respects: a) by expelling or suspending such Player for a definite or indefinite period; b) by cancelling any SPC that such Player has with any Member Club; or c) by imposing a fine on the Player not to exceed the maximum permissible fine for on-ice

#	SUPPLEMENTAL AND COMMISSIONER DISCIPLINE	DESCRIPTION
		infractions (i.e., supplemental discipline).
		For the purpose of calculating compensation forfeited due to a suspension, Player will forfeit all Paragraph 1 NHL Salary and Bonuses, but not including Performance Bonuses, from the effective date of the suspension through the completion of the last game or date of the suspension, inclusive of all intervening days.
		League investigation, pre-hearing disclosure and hearing procedures and protocols remain unchanged as in Article 18 of the expired CBA except that in cases involving an expedited hearing, the Commissioner may suspend the Player pending a hearing for a period not exceeding four (4) days if the failure to do so would create a substantial risk of material harm to the legitimate interests and/or reputation of the League. In the event that such basis for the interim suspension continues, such four-day period may be extended by the length of any continuance granted in response to a request/showing from the NHLPA/Player that the Player would be prejudiced in the absence of a continuance plus one (1) additional day following the completion of the hearing and pending a decision provided that the basis upon which the interim suspension was directed remains in effect.
		Parties (NHL, NHLPA, Clubs, Player) agree to limit public statements/commentary prior to the hearing to an acknowledgement that a particular situation is under review, provided, however, that the parties may comment substantively only to the extent necessary to explain the basis for the decision to suspend pending a hearing. The parties may not make public statements in respect of the matter upon the commencement of the appeal procedure before the Impartial Arbitrator (provided there will be an absolute 48 hour period following the announcement of Commissioner's decision in which the League can release public statements in the manner described above).
		Status quo in respect of Player's ability to seek a reasonable delay (CBA 18.6), provided that Player may remain suspended pending the League's formal review and disposition of the matter where the failure to suspend the Player during this period would create a substantial risk of material harm to the legitimate interests and/or reputation of the League.
		An appeal for all off-ice discipline may be made directly to the Impartial Arbitrator. The standard of review in cases of off-ice discipline shall be whether the Commissioner's determination was supported by substantial evidence and was not unreasonable based on the following considerations: a) the facts and circumstances surrounding the conduct at issue; b) whether the penalty imposed was proportionate to the gravity of the offense; and c) the legitimate interests of both the Player and the League. The Impartial Arbitrator shall have full remedial authority in respect of the matter under appeal.
		During the pendency of any appeal to the Impartial Arbitrator, the Player shall remain suspended (unless the full term of the Player's suspension has run).

#	HEALTH AND SAFETY ISSUES	DESCRIPTION
1.	**SABH Program (Substance Abuse and Behavioral Health Program)**	Completion of CARF (Commission on Accreditation of Rehabilitation Facilities) review and evaluation of existing SABH Program, including its procedures and protocols; updates and modifications to the Program as may be recommended in CARF report, subject to subsequent consultation and agreement by and between the NHL and NHLPA.
		Mandatory SABH Program referral of Players who test positive for drugs of abuse at dangerously high levels such that there is a concern for the Player's or other Players' health and safety. Program Doctors shall establish a policy for the timely destruction of test samples and other related

#	HEALTH AND SAFETY ISSUES	DESCRIPTION
		documents and records.
		Program Committee to discuss specifics of terminology and establish policy for 2013/14 season prior to June 30, 2013, specifically as it relates to the definition of "dangerous levels," the prompt and mandatory destruction of samples and records as soon as possible, and importance and requirements of confidentiality.
		Establish joint NHL/NHLPA committee (possibly, the NHL/NHLPA Joint Health and Safety Committee) to study the use of Ambien by NHL Players, and to make recommendations to the parties for appropriate monitoring and controls. Program Committee to discuss specifics of terminology and designate appropriate committee prior to June 30, 2013.
2.	**PESP Program (Performance Enhancing Substances Program)**	Modify Prohibited Substances List to include all illegal substances that can be misused as performance enhancers in NHL games (e.g., stimulants, amphetamines, etc.). Program Committee to study the use of stimulants and amphetamines and make recommendations to the parties including whether or not to establish a testing program.
		Program Committee to study the issue of HGH testing and make recommendations to the parties including whether or not to establish a testing program.
		Drug testing in Training Camp (beginning in 2013/14 season), once during the Regular Season as part of "team testing," and additional random, no-notice testing on individual Players: a) throughout the Regular Season, b) during the Playoffs, and c) during the off-season (no more than 60 tests per off-season and subject to NHL/NHLPA agreement on logistics and off-season testing protocols).
		Implement "reasonable cause testing" modeled after MLB's reasonable cause testing program and based on probable cause.
		Annual meeting of Program Committee prior to September 1 to review the PESP testing, collection notification and TUE policies and procedures, make necessary modifications and address any changes in science or administration for use in the upcoming season.
		"Deemed positive" for: a) unexcused failure (e.g., without good cause) or refusal to test, and b) attempting to substitute, dilute or adulterate a specimen.
		Maintain strict liability standard from expired CBA, and modify acceptable defenses to be: a) applicable Therapeutic Use Exemption ("TUE"); b) collection error; c) testing error; or d) that the Player could not have reasonably ascertained how the Prohibited Substance entered his body.
		Incorporation of agreed-upon appeal procedures from "positive" test results as follows: a) "A Sample" Test Results: NHL and NHLPA Program Committee representatives can be on the Program Committee Doctors' call to the Player communicating the Adverse Analytical Finding on the "A Sample" test results, and to determine if an alternative medical explanation exists for the result.

#	HEALTH AND SAFETY ISSUES	DESCRIPTION
		b) "B Sample" Test: Shall be tested within 5 days of notification by the Program Committee Doctors to the Player referenced in (a) above and the NHL and NHLPA Committee representatives shall be notified by the Program Doctors of the date, time and place of testing and shall have the right to designate a witness to observe the testing. c) Appeal: Player has 48 hours of receipt of "A" and "B Sample" litigation package to initiate an appeal. d) Pre-hearing Disclosure Statement: NHLPA's Disclosure Statement due to NHL within 72 hours before the hearing commences. NHL to provide responsive Disclosure Statement within 36 hours before the hearing commences. Statement will be provided to the legal teams of the NHLPA and the NHL, but will not be shared with the Program Committee members. e) Hearing: Will commence a hearing within nine (9) days following NHLPA's notice of intent to appeal on back-to-back hearing dates. f) Award: An award shall be issued within six (6) days of receipt of expedited transcript by the Arbitrator. g) Alternate Arbitrator: The parties shall expeditiously appoint an Alternate Arbitrator in the event the Impartial Arbitrator is unavailable to hear such case on a timely basis.
		With respect to "Player status" pending completion of any appeal process the following shall apply: If a Player is subject to a transaction that results in a change to his status (e.g., trade, assignment, loan, recall, Salary Arbitration, etc.), and such transaction was completed between the date on which he was informed of a positive drug test and the date upon which a suspension is announced for such positive drug test, a Club alleging that it is adversely affected as a result of the nondisclosure by the Player of the pending proceeding under this Section may file a grievance within two (2) days from the date the suspension is announced. Such grievance will be heard by the Impartial Arbitrator on an expedited basis. If the grievance is upheld, the Arbitrator shall be granted full power to fashion an appropriate remedy pursuant to traditional standards of contract law, including the ability to void the transaction.
		Extend application of the Program (both education and testing) to AHL level, after consultation and agreement with the AHL and the PHPA, at the NHL's cost.
		A Player testing positive for performance enhancing substances and who thereafter is suspended in accordance with the terms of Article 47 of the CBA, will forfeit one day's Paragraph 1 NHL Salary and Bonuses for each day of his suspension beginning with the effective date of the suspension until ten (10) days prior to the conclusion of the suspension. During such period, he will be prohibited from participating in Club activities. For the final ten (10) days of the suspension, the Player shall be paid his Paragraph 1 NHL Salary and Bonuses for non-gamedays and will be permitted to participate in Club activities (including practices) during that period.
3.	**Joint Health and Safety Committee**	Establishment of Joint (NHL/NHLPA) Health and Safety Committee (the "Committee"), with equal representation from the NHL and the NHLPA. The Committee will serve in an advisory role and shall make recommendations to the NHL and the NHLPA for consideration and potential adoption. The recommendations of the Committee will be made on the basis of majority approval of Committee members. Standing subcommittees and working groups (such as the Concussion Working Group) will work under the auspices of the Committee and shall have equal representation. The Committee will generally meet twice a year, but additional meetings can be convened at any time that an emergency health and safety problem arises. No waiver of NHLPA's rights and obligations under Article 30 or any applicable law.
4.	**Medical Care**	Establishment of "Standard of Care" and "Professional Duty" obligations owing from health care professionals (i.e., doctors, trainers, physical therapists, chiropractors, dentists, neuropsychologists) to Players. Club Physicians shall perform complete and objective fitness to play examinations and determinations on behalf of the Club subject to all professional and legal obligations vis-à-vis the

#	HEALTH AND SAFETY ISSUES	DESCRIPTION
		Player-patient. Disputes regarding such Medical Care provisions shall be referred to the Joint Health and Safety Committee for discussion and potential resolution and not to the Impartial Arbitrator. Each medical doctor hired or otherwise retained by the Club after the effective date of this Agreement to treat its Players as part of the Club's primary medical team shall, in the United States be board certified in their respective field(s) of medical expertise, and in Canada be certified by either the Royal College of Physicians and Surgeons (for specialists) or the College of Family Practice of Canada (for family physicians). Each Club medical doctor who is part of the primary medical team hired or retained after the effective date of this Agreement, and any Head Team Physician hired or promoted to such position after the effective date of this Agreement, shall have successfully completed a fellowship in Sports Medicine or have other "sports medicine" qualifications as the parties may agree.
		Club requirement to have a minimum of two (2) Team Physicians in attendance at all games (at least one of whom shall have hockey-specific trauma management training and Advanced Trauma Life Support training during the previous three (3) years). Clubs shall also have consultant specialists at each game to complement the skill set of the two Team Physicians (as between Team Physicians and specialists, there will be mandatory attendance by: (a) an Orthopedist and (b) an Internal Medicine, Emergency Medicine or Primary Care Sports Physician). At least one of the two Team Physicians should have familiarity with NHL Modified SCAT2. Team Physicians in attendance at games shall be seated in close proximity (within 50 feet) of the Players' Bench, with immediate access to the bench area and ice surface.
		Each Club shall employ at least two (2) full-time Athletic Trainers certified either by NATA or CATA, or licensed physical therapists. At least one of the Athletic Trainers should have familiarity with NHL Modified SCAT2. One Athletic Trainer must be available at bench at all times during games and practices. Club must provide adequate athletic training services and treatment on the road if it does not travel with both Athletic Trainers (to the extent reasonably necessary in the Club's reasonable discretion).
		Clubs must provide massage therapist services at home and on the road (but do not have to hire a full-time massage therapist), to the extent reasonably necessary in the Club's reasonable discretion.
5.	**Electronic Medical Records**	Mandatory requirements (to be agreed upon) for input of Club/Player medical information into the Electronic Medical Records ("EMR") system. In cases in which a member of the Visiting Team is treated by the Home Team Physician, the Physician must either create a Visiting Team Report electronically for the Player's Club's Team Physician or, if there is a written evaluation instead, it should be provided to the Player's Team Physician who should enter it into the EMR system. In the cases of trades/assignments, a Players' medical record can be shared in advance with the prospective new team's medical personnel subject to confidentiality requirements and a revocation of access should the proposed assignment not occur. Access authorizations for Player medical records to be agreed to.
6.	**In-Season and Off-Season Rehabilitation**	Confirmation of rights in expired CBA that all in-season rehabilitation of Player injuries will be under the supervision and within the sole discretion and control of the Club's medical staff. A Player may not engage his own independently-sourced rehab program or personnel without prior consultation and approval of the Club's medical staff. Off-season rehabilitation of Player injuries can be conducted in Player's home city or other off-season location unless equivalent and suitable medical care is not available in such location. Any required reasonable costs associated with off-season rehab and accommodations shall be paid for by the Club. The Club may require a rehabbing Player to report to the Club city for periodic assessments or to transition to a Club-supervised rehabilitation program if injury is not progressing.

#	HEALTH AND SAFETY ISSUES	DESCRIPTION
7.	**Second Medical Opinions**	A Player may seek a Second Medical Opinion regarding a diagnosis made or a course of treatment prescribed by a Club Physician. The Second Opinion Physician may be chosen from a list vetted and approved by the Joint Health and Safety Committee (the "Second Opinion List"), which list shall be organized by specialty and geographic region, or as may otherwise be identified and agreed to in writing as between the Player and the Club. Player may seek a Second Opinion from a Second Opinion Physician in his geographic region, or outside the geographic region of his Club, provided the Player is not absent from the Club for an unreasonable period of time (e.g., missing a game is unreasonable). In circumstances in which Player wishes to invoke his Second Medical Opinion rights, Player shall notify the Club in writing prior to seeking a Second Opinion Medical Opinion, and the Club shall send relevant medical records to the Second Opinion Physician with a copy to the Player. In such circumstances, a Second Opinion provided by an approved Second Opinion Physician for diagnosis and course of treatment will be paid for by the Clubs. The Second Opinion Physician shall send records to the Club following the examination. After consultation with the Second Opinion Physician (or Third Physician Expert as outlined below), and giving due consideration to his/her/their recommendation(s), Club Physician shall decide the diagnosis and course of treatment. The Club Physician and the Second Opinion Physician can agree (but are not required) to send Player to a Third Physician Expert for another opinion (medical records similarly need to be provided to that doctor and after the appointment, from the doctor to the Club with a copy to the Player in both circumstances). Fitness to play determinations/disputes shall be resolved prior to the exercise of any Second Medical Opinion rights.
		A Player may also have the right to choose a surgeon (either from the Second Opinion List or as agreed to in writing as between the Player and Club) for all surgeries prescribed by the Club. All reasonable costs associated with prescribed surgeries will be paid for by the Club, however, the Club shall not be responsible for any other potential liability in connection with the surgery. Following the surgery, the Player shall return to the care of the Club Physician. The Club Physician shall give due consideration to any post-surgical rehabilitation protocol issued by the surgeon that performed the surgery.
8.	**"Fitness to Play" Determinations**	Confirmation of existing "Exhibit 25 – Fitness to Play" procedures to reflect current practice (i.e., Exhibit 25 is provided as a "snapshot" of the Player's current fitness to play). Any "fitness to play" Second Opinion request must be made by no later than 5 pm on the third day after electronic notification. Electronic service will be provided to the Player, the Club, the Player Agent, the NHL and the NHLPA at each stage of the CBA 17.7 and SPC Paragraph 5 process. Player to receive Club's medical file concerning his condition immediately upon request for second opinion; independent physician to receive this file and second opinion doctor's materials before independent examination. The responsibility for reasonable costs associated with Second Opinion doctor's and independent physician's determinations related to "fitness to play" shall be divided equally by the Club and the Player. NHL and NHLPA to agree on a form instructional letter to be sent to Independent Physicians outlining their role and obligations.
9.	**NHLPA Notification of Player Injuries**	Parties to create an Injured Reserve Form to be sent to the NHL and the NHLPA, on which Clubs will designate Players who are on the Injured Reserve List and who are Injured Non-Roster. Clubs shall copy the NHLPA on opening day roster designations of Players who are subject to CBA 15.6.
10.	**Prescription Drugs**	Establish and implement League requirement for each Club to identify specific individual responsible for monitoring and recording the provision and use of prescription drugs by the Club's Players.

#	PLAYING CONDITIONS AND HOCKEY ISSUES	DESCRIPTION

#	PLAYING CONDITIONS AND HOCKEY ISSUES	DESCRIPTION
1.	**Training Camp**	The duration of Club Preseason Training Camps will be 20 days. Veteran Players will, on a voluntary basis, be permitted to receive Training Camp medicals/physicals during the five-day period prior to the Opening of Training Camp. The first day of Training Camp will be dedicated (and exclusively limited) to off-ice activities, such as medicals/physicals, pictures and other PR-related matters.
		During the first four (4) days of on-ice activity at Training Camp, ice-time activities will be limited to 1.75 hours and off-ice activities will be limited to 1.25 hours per day.
		Players will be provided with two (2) mandatory "days off" during the 20-day period of Training Camp – a minimum of one (1) "day off" each during the first 10 days of Training Camp and the last 10 days of Training Camp.
		Players shall be entitled to reimbursement of reasonable travel expenses to Training Camp, including a mileage rate applicable for Players travelling by car. Non-Entry Level Players shall be entitled to Business Class air travel to Training Camp for flights of more than three (3) hours.
		Non-Entry Level Players shall be entitled to single room accommodations at Training Camp.
		Each team shall schedule no less than six (6) and no more than eight (8) Preseason Games. The first such Preseason Game cannot be scheduled prior to the fourth day of Training Camp. Player participation requirement for Preseason Games as set forth in CBA 15.3(d) will remain status quo, but the matter of Preseason Player participation will be referred to the NHL/NHLPA Competition Committee for its consideration and recommendations.
		The exceptions for International Games scheduled and played under Article 24 will be removed from CBA 15.3(b) and (c).
		Incorporation of NHL/NHLPA Agreement regarding proper system and Cap accounting treatment in instances where a Player under contract is absent from Training Camp (i.e., Scott Niedermayer Letter Agreement).
2.	**Fitness Testing**	The following "Mission Statement" shall govern all fitness testing that NHL Clubs conduct with their Players and/or prospects: All fitness testing should be recognized and/or justified in the athletic training/medical establishment as being legitimate and relevant from a fitness evaluation perspective. Clubs are not permitted to conduct any fitness tests that subject a Player to an undue risk of injury. A Player who believes that a particular fitness test does not satisfy the standard set forth in this Statement should bring his concerns to the League's Hockey Operations Department, which will investigate and make a determination as to whether the challenged test is permissible to administer.
3.	**Off-Season Conditioning / Conditioning Camps**	Club scheduling of Off-Season Conditioning Camps ("Conditioning Camps") will be limited to the months of June and July, and Clubs will be obligated to advise the NHL/NHLPA of when and where Camps will be held at least two (2) weeks in advance.
		Conditioning Camps may be held in a location of the Club's choice, as long as the arena facility and hotel/lodging accommodations are of suitable standard.
		Participation in Conditioning Camps will be limited to: a) Unsigned Draft Choices; b) Any Player under contract to the Club who is in the Entry Level System with less than 120

#	PLAYING CONDITIONS AND HOCKEY ISSUES	DESCRIPTION
		NHL games played (but who did not play in excess of 70 NHL games in the preceding Regular Season); c) Draft-Related Unrestricted Free Agents; d) Players who were eligible for selection in the preceding Entry Draft but were undrafted; and e) Non-Entry Level Players who finished the preceding season injured and unfit to play, and who apply for participation in their Club's Conditioning Camp with notice to the NHL and the NHLPA. No Player can be required to take part in more than three (3) Conditioning Camps in total for any one (1) Club (but may opt to do so in his sole discretion).
		Ice-time during Conditioning Camps will be limited to no more than three (3) hours per day, per Player.
		Clubs are obligated to pay for all reasonable expenses of the Players attending a Conditioning Camp including, without limitation, travel and lodging. Players participating in Conditioning Camps are also entitled to a Per Diem (subject to appropriate offsets in the event the Club chooses to provide breakfast and/or lunch as per CBA 15.2(b)).
		The provisions of CBA 15.10 regarding the prohibition of other organized off-season activities will be strictly enforced.
4.	**Scheduling**	In preparing each team's Regular Season Schedule, the League will use reasonable efforts to ensure "balance" and "consistency" in terms of the number of games scheduled for each team on a week-to-week and month-to-month basis.
		The day after Christmas (as well as Christmas Eve and Christmas Day) shall be an off-day for all purposes, including travel, and no Club may practice on December 26 for any reason. However, in seasons during which December 26 falls on a Saturday, December 23 will be substituted for December 26 as the additional "day-off" for the Christmas Break.
		Except where extraordinary circumstances make it unfeasible (e.g., unforeseeable travel delays, practice rink availability issues, etc.), Players shall be entitled to have a minimum of nine (9) hours "off" overnight between the time they arrive at the Team Hotel on a road trip and the time the Players are obligated to report the next day for practice or another work-related activity or meeting.
		Clubs shall endeavor to schedule no less than four (4) "days off" for Players per month (two at home and two on the road) during each full calendar month of the NHL Regular Season Schedule. Players shall be notified prior to the start of each month the days that have been designated as "days off," and the Club's schedule/calendar should not be altered absent compelling circumstances.
5.	**Facility Standards**	Mandatory facility standards for Visiting Teams relating to workout equipment, training and medical supplies and dressing room supplies (effective for the 2013/14 season; Clubs shall make reasonable efforts to come into compliance with these standards prior to or during the 2012/13 season).
		To the extent feasible and practical, facility standards for neutral site exhibition games will mirror "Visiting Room" standards.
6.	**Ice Conditions**	Extension of standard Regular Season intermission from 17 minutes to 18 minutes and reduction of period for permissible on-ice activities from five (5) minutes to four (4) minutes, leaving 14 minutes for ice resurfacing and set time.
		Prohibition of on-ice activities for two (2) hours prior to pre-game warm-ups.
		Requirement for each Club (building) to supply a minimum of eight (8) ice shovelers for in-period ice

#	PLAYING CONDITIONS AND HOCKEY ISSUES	DESCRIPTION
		maintenance. Clubs will utilize best efforts to utilize ice shovelers on skates. League will issue updated standards for end zone ice shoveling procedure.
		Development and introduction of a smart phone app to facilitate completion and submission of Player reports on ice conditions and team compliance with Visiting Team Facility Standards.
		Develop "best practices" guidance and video for Players on maintaining good ice conditions.
7.	**Equipment**	NHL and NHLPA to establish a joint working group to study and make recommendations in respect of standards for protective equipment utilized by NHL Players. The joint equipment working group shall be formed under the auspices of, and shall work in conjunction with, the NHL/NHLPA Joint Health and Safety Committee.
8.	**Rules Enforcement and Competition Committee**	League Hockey Operations/Officiating representatives will be made available to meet upon request from Players' Association representatives to discuss standards of on-ice rule enforcement during the season.
		A minimum of two (2) Competition Committee meetings will be scheduled each year -- one at the All-Star Break and one in June, both of which shall precede scheduled meetings of the NHL General Managers.
		The recommendations of the Competition Committee will be submitted to the NHL General Managers for their consideration. Members of the Competition Committee will attend Rules discussions at General Managers' meetings and will be given an opportunity to participate and present. Even in the event the Competition Committee's recommendations do not receive requisite support from the General Managers, the Competition Committee may, by two-thirds majority vote, submit such recommendations to the NHL Board of Governors for its separate review, consideration and potential adoption.
9.	**Owner-Player Relations Committee**	NHL and NHLPA to establish an "Owner-Player Relations Committee" to discuss matters of mutual interest, and to consult regularly on how best to continue to grow the game for the mutual benefit of the parties and of the fans. Each party will determine their members on the Committee and will encourage Owners and Players to attend and to otherwise participate. The Committee will meet at least twice a year -- once during the annual All-Star Break and once during the period between the beginning of the Stanley Cup Final and the Draft.
10.	**Other Player "Working Conditions"**	Elimination of hard dollar limitations for parental travel to Entry Level Players' first game; Clubs may reimburse all "reasonable" expenses associated with parental travel and lodging.
		Previous limit of $7,500 for Milestone Awards (gifts) to Players will be increased to $25,000 including increased flexibility for the possibility of multiple Milestone Awards to the same Player in the same season. Milestone Awards can be for significant "career/League-related" achievements (as agreed to by NHL/NHLPA) and for particular significant "Club-related" achievements, subject to NHL approval after consultation with NHLPA. Clubs will be obligated to provide advance written notice to the League prior to Milestone Award presentations.
		Clubs will be obligated to reimburse Players for reasonable baggage fees for work-related travel.
		Work-related travel and other work-related expenses incurred by an NHL Player shall be reimbursed by his Club on a timely and reasonable basis.
		Establish new, more permissive standard for Club-organized "parent/son trips" during the season (i.e., maximum four (4) nights/minimum two (2) game trips).

#	PLAYING CONDITIONS AND HOCKEY ISSUES	DESCRIPTION
		Provision for a Professional Tryout Agreement for goaltenders (without cap charge/consequence) to address emergency injury situations for goaltenders as agreed to by and between the NHL and the NHLPA.
		Non-Entry Level Players shall be entitled to Business Class air travel at the end of the season to their off-season residence for flights of more than three (3) hours.
		Mandatory Business Class airfare for Players who have travelled with their Clubs for International Games, and who are subsequently assigned (loaned) to their Club's minor league affiliate.
		Single Hotel Rooms on the road for non ELS Players, effective for the 2013/14 season, but with respect to the 2012/13 season subject to room availability. In the event there are not enough rooms to cover all non ELS Players in the 2012/13 season on any given night, Club shall obtain as many single rooms as available and distribute such rooms in the Clubs' discretion, acting reasonably.

#	BUSINESS ISSUES	DESCRIPTION
1.	**Joint Owner-Player Broadcasting/Marketing Committee**	The NHL/NHLPA Joint Owner-Player Broadcasting/Marketing Committee contemplated in Article 32 of the expired CBA will be re-constituted and will function as originally intended and as set forth in that Article.
		In addition to the subject areas and responsibilities specifically set forth therein, the Joint Owner-Player Broadcasting/Marketing Committee will consider and make recommendations for establishing League policies on: a) Player uniform (including permissible and impermissible alteration(s)); b) Player attire in the "workplace" (i.e., in-arena (games and practices); during Club travel; at League and Club events); and c) Determining the permissible means of collection and scope of use of "Player content" (both video and audio) while the Player is in the "workplace."
2.	**Player Websites**	This issue shall be referred to the Owner-Player Broadcasting/Marketing Committee for discussion during the term of the CBA.

#	ARTICLE 8 – ENTRY DRAFT	DESCRIPTION
1.	**Entry Draft**	All Non-Playoff Clubs will participate in a weighted drawing. The Clubs shall be ranked in inverse order based on points earned by each of them in the previous Regular Season. The winner of the weighted drawing will receive the first pick in the first round of the Draft.
		Incorporate NHL/NHLPA Agreement on provision of Compensatory Picks for 1st Round Draft Picks who are not signed (i.e., Cherepanov Letter Agreement).
2.	**Exclusive Negotiating Rights**	NHL Clubs who draft European Players age 18 or 19 shall obtain four (4) years of exclusive negotiating rights following selection in the Draft. NHL Clubs who draft European Players age 20 or older shall obtain two (2) years of exclusive negotiating rights following selection in the Draft. If the four-year or two-year (as appropriate) period expires, Player will be eligible to enter the League as a Free Agent and will not be subject to re-entering the Draft. Current rules regarding exclusive negotiating rights for College Players will remain status quo. Parties to incorporate NHL/NHLPA Agreement on College Players leaving college prior to graduation (but following the fourth June 1 after date of Draft) (i.e., Goepfert Letter Agreement).

#	ARTICLE 11 – STANDARD PLAYER'S CONTRACT	DESCRIPTION
1.	**Contract Review/Approval**	E-mail notification requirements/procedures for contract-related actions.
		Incorporation of NHL/NHLPA Agreement regarding amended contract review/approval procedures for European Players potentially subject to conflicting contractual obligations (i.e., Eller Letter Agreement).
2.	**Contract Rejection Grievances**	Expedited resolution of grievances relating to contract rejections involving a Player's "status."
		Arbitrator authorized to void contract in contract rejection cases involving Player's "status" (e.g., conflicting contractual commitment, contract signed outside CBA window, etc.)
3.	**Two-Way Contracts**	All minor league compensation payable under NHL contracts shall be paid in USD (CBA 11.17).
4.	**Clean-Up**	Delete CBA references to "1995 Form SPC's." (CBA 11.1).
		Incorporate NHL/NHLPA Agreement on scope/language of permissible European assignment clauses (no signing bonus forfeiture permitted) (i.e., Soderberg Letter Agreement).
		Incorporate NHL/NHLPA Agreement on contractual provision/treatment of Deferred Compensation to ensure compliance with U.S. tax law, subject to consultation and modification as may be recommended and/or required by NHL and NHLPA tax counsel (i.e., Deferred Compensation Letter Agreement).
		Incorporate NHL/NHLPA Agreement to allow Entry Level contracts to be extended (delete CBA 9.6)) (i.e., EL Contract Extension Letter Agreement).
		Incorporate NHL/NHLPA Agreement on permissible Games Played Bonuses (i.e., Piskula Letter Agreement).

#	ARTICLE 13 – WAIVERS	DESCRIPTION
1.	**Waivers**	All Players on a Club's Reserve List and Restricted Free Agent List will be exempt from the application of CBA 13.23 Waivers in the case of a mid-season signing. For further clarity, if Club A trades such a Player to Club B and Club B signs the Player to an SPC, such Player will be exempt from the application of CBA 13.23.
		Waivers will now be required to loan a Player who plays 10 or more NHL Games (cumulative) while on Emergency Recall.
		The existing "Four Recall Rule" will continue to be applicable, but only during the period between the Trade Deadline and the end of the Regular Season. Following the conclusion of the NHL Regular Season, a Club may exercise an unlimited number of additional Regular Recalls provided that it may have no more than three (3) Players on its Active Roster who were recalled by way of Regular Recall after the Trade Deadline, unless the fourth Player had been recalled during the Regular Season in which case such Player may remain in the NHL.
		Count days on roster for Waiver purposes consistent with days on roster for Payroll Range treatment purposes.

#	ARTICLE 13 – WAIVERS	DESCRIPTION
		Waiver period will be standardized at 24 hours, regardless of the day of the week.
		A new tie-breaking procedure for Regular Season Waiver Claims will be instituted, as agreed by and between NHL and NHLPA.
		Modify CBA 13.12(l) to: a) allow for short term Conditioning Loans (with Player's consent) after the Trade Deadline for Players returning from LTI; and b) permit Loans after the Trade Deadline for Players (with Player's consent) on Recall who are injured as of the Trade Deadline and subsequently are cleared to play, provided the Player was on NHL Roster for less than 25% of the Regular Season up to the date on which he was disabled.

#	ARTICLE 14 – PLAYER ASSIGNMENTS	DESCRIPTION
1.	**Player Assignment Reimbursements and Benefits**	Players are entitled to be reimbursed for their rent/mortgage in the city from which they are assigned (whether by Trade, Waiver, Expansion or Team Relocation, Loan or Recall) subject to specified conditions. Reimbursement Limits shall be: • $4,000 for 2012/13 and 2013/14; • $4,100 for 2014/15 and 2015/16; • $4,200 for 2016/17 and 2017/18; • $4,300 for 2018/19 and 2019/20; and • $4,400 for 2020/21 and 2021/22
		Players are entitled to reasonable moving expenses when they are assigned, regardless of whether it is during the period between playing seasons or during the playing season, provided they actually move to the city to which they are assigned.
		When Players are assigned, loaned or recalled, they shall be afforded a reasonable time frame to report to a new city.
		Players are entitled to single room hotel accommodations for a period of up to 21 days after assignment (or until the end of the season if assigned after February 15).
		Players are entitled to Per Diem (as per Articles 13 and 19 of the CBA) and rental of mid-size car for the duration of their stay in a hotel when at the Club's expense.
		To the greatest extent possible, and to the extent permitted by law, Player assignment benefits shall be paid in such a way so as to exclude them from a Player's gross income.
		Overrule Plante grievance opinion and Huscroft, Nemchinov and Parrish grievance opinions on a going forward basis.
		NHL shall pay $73,500 in full and final settlement of the Shelley, Belanger, Fedoruk, Jones, Legace, Leighton, McIntyre, Moulson, Preissing, Richardson and Sanford grievances, subject to the NHL/NHLPA language that such settlement is without precedent or prejudice. The NHLPA shall withdraw the Foster grievance.

#	ARTICLE 15 – TRAINING CAMP	DESCRIPTION
1.	**Injuries in Training Camp**	CBA 15.6 language on "blended salary" formula/rate for injured Players will be clarified to reflect current and existing practice. Modify CBA 15.6 to conform language to Paragraph 5 of the SPC (change "injured" to "disabled"). Language requires clarification regarding Player who, during the off-season, becomes disabled and unable to perform his duties by reason of an injury sustained during the course of his employment as a hockey Player. Rate of pay of Players who are required to be loaned to the Juniors to be paid based on the maximum compensation payable to Group 1 Player who is playing in major junior.
		Players attending Training Camp outside North America for Clubs who are scheduled to play in International Game(s) to start the season, and who are subsequently Loaned but remain and continue to practice with the Club and are thereafter disabled, will receive new contractual protections for injury.

#	ARTICLE 17 – GRIEVANCES	DESCRIPTION
1.	**Grievance Process**	NHL and NHLPA will comply with the Grievance Committee process, as per CBA 17.4. The parties will meet on a fixed date every two (2) months unless no new grievances have been filed. The parties shall exchange a written outline of their legal and factual positions in advance of the meeting, which shall be inadmissible before the Arbitrator. The failure to meet for any reason will not be a jurisdictional bar to Impartial Arbitration.
		NHL/NHLPA will meet every May and October to discuss/resolve grievance scheduling issues.
		Maintenance of existing grievance scheduling process/protocol.
		Grievances that raise issues of Player status or other time-sensitive issues will be filed as expeditiously as possible, but in no event beyond the limitations period in CBA Section 17.2(b).
		Party harmed/prejudiced by a delay in the filing of a grievance that raises the issue of Player "status" or other time-sensitive issues may argue to Arbitrator that the delay should affect the remedy.
		NHL and NHLPA will schedule a grievance hearing in a location other than New York or Toronto in the event that a Player-grievant/respondent is testifying at the hearing and the alternative hearing location is necessary to accommodate the Player's playing schedule.
		Jurisdiction of Impartial Arbitrator and System Arbitrator will remain unchanged (CBA 17.6 and 17.18).

#	ARTICLE 19 – PER DIEM	DESCRIPTION
1.	**Per Diem Amounts**	Updated and revised language providing for Per Diem allowances, adjusting annually. (CBA Article 19).

#	ARTICLE 20 – GAME TICKETS	DESCRIPTION

#	ARTICLE 20 – GAME TICKETS	DESCRIPTION
1.	**Visiting Team**	Each Club shall make available for purchase by Players on the Visiting Team up to 80 tickets -- 50 of which must be located in the lowest bowl in the arena. Ordering and payment parameters for securing tickets will remain unchanged (CBA 20(a)).
2.	**Complimentary Tickets to Home Team Players**	Clubs will be permitted to continue establishing their own policies regarding the provision of complimentary tickets to Players for team Home Games as per CBA 20(b). NHL will continue to work with the NHLPA and tax counsel during the term of the CBA to explore the possible implementation of a League-wide policy that will minimize individual tax consequences to Players in cases where tickets are not used, including a procedure in which Players have right to request such tickets.
3.	**NHLPA**	Each Club shall make available for purchase by the NHLPA up to 16 tickets per Regular Season and Playoff home games. The amount of tickets available for purchase by the NHLPA will be increased to 20 tickets per game in the Conference Finals and 24 tickets per game in the Stanley Cup Final.

#	ARTICLE 23 – INSURANCE COVERAGES	DESCRIPTION
1.	**Insurance Coverage**	Amend Article 23 to provide for comprehensive insurance coverage for Players and their families, with all lines of benefits administered jointly, including a jointly trusteed Health and Welfare Trust to administer the medical/dental plans. The NHLPA will have an option to provide coverage for NHLPA employees under separate divisions of the Player policies. The parties will work together to undertake a review of the insurance arrangements and vendors for each of the insurance plans and will conduct a market review of the plans and services as deemed appropriate. Harmonize existing NHL and NHLPA life and disability insurance policies under one policy by line of benefit type. Clarify the Clubs responsibility for payment of future medical and dental costs for hockey-related injuries and review the methods for streamlining through centralizing the administration of claims filing for Players. Subject to insurance market availability at standard rates, the following enhancements to coverage will be effected: Increase life insurance coverage for Players to $1 million, spousal life coverage to $250,000 and accidental death coverage to be equal to one times the current year's base Salary. Increase disability insurance to $1 million for career-ending disabilities with the level of benefit reducing annually after age 30 until it reaches $200,000 at age 35 and over. Increase the serious disability insurance benefit up to $5 million. Update the maximums and covered services under the medical and dental insurance plans. Extend coverage for Players and their families on Canadian teams to allow for treatment outside their province/country of residence. Expand options available for extended medical and dental coverage for Players at retirement or after they leave the NHL. Change the eligibility rules for offseason coverage under the plans to cover any Player who spent more than one-half of the regular season on NHL roster regardless of whether he finished the season on roster. Extend emergency medical and dental and career-ending disability and accidental death coverage currently provided to uncovered Players pursuant to Article 23.9(b) attending training camp to also include uncovered Players attending summer conditioning camp. Change life insurance eligibility to commence from first day on roster rather than first game played.
#	ARTICLE 24 – INTERNATIONAL	DESCRIPTION

#	ARTICLE 23 – INSURANCE COVERAGES	DESCRIPTION
1.	**Regular Season and Preseason International Games**	Each Club (including the Players on the Club at the time) will be required (upon League request) to participate in at least one (1) such international trip during the term of the CBA.
		All revenues from such games for the League, any NHL/NHLPA joint venture, and Clubs (net of all Direct Costs, including relevant staffing costs) shall be included in HRR.
2.	**New International Business Ventures**	NHL and NHLPA will work together to create and exploit other international opportunities involving NHL Players, including games, series, events or contests (e.g., World Cup of Hockey, European Champions' League, Victoria Cup Competition, Olympic participation, etc.). All revenues from such initiatives (net of Direct Costs, including NHL and NHLPA staffing costs) shall be excluded from HRR and will be divided equally by the NHL and NHLPA.
3.	**NHL/NHLPA International Committee**	The NHL/NHLPA International Committee shall have the management role in the same manner currently set out in Article 24 of the CBA for: (i) jointly-developed international projects and initiatives; and (ii) for regular NHL events conducted by the League outside of North America (i.e., Regular Season and Preseason Games).

#	ARTICLE 26 – CIRCUMVENTION	DESCRIPTION
1.	**"Things of Value"**	Addition of a "business purpose" exception to the prohibition on a Club or Club Actor providing Players with "things of value" (CBA 26.3(e)). Clubs may make miscellaneous "business expenditures" on behalf of and for the benefit of Players, provided such expenditures are reasonable, and provided further that they are intended and reasonably related to the Club's business and the Player's positive development as a hockey Player (e.g., paying for a Player's travel/hotel expenses for participating in promotional activities for the Club, paying for a skating instructor or ice time, paying for an English tutor, etc.). All such "miscellaneous business" expenditures must be reviewed and approved by the League in advance.

#	ARTICLE 30 – CLUB RULES	DESCRIPTION
1.	**Club Rules**	The current provisions, interpretations and agreements relating to the promulgation and enforcement of "Club Rules" (including Form of Standard Club Rules as set forth in Exhibit 14 of the expired CBA) shall remain status quo.
2.	**League Rules**	Players and Clubs will be bound by League Rules applicable to Players. The current League Rules applicable to Players and all amendments thereto shall be available at the office of each Club and shall be sent to the NHLPA. No Player shall be bound by any provision of a League Rule that has not been furnished to the NHLPA in accordance with CBA Article 30.
		Players will also be bound by the League's Playing Rules, a copy of which will also be available at the office of each Club and sent to the NHLPA. Any amendment to the Playing Rules proposed for consideration by the Board of Governors shall be furnished to the NHLPA as soon as reasonably practicable.
		"Amendments" to League Rules and Playing Rules affecting the terms or conditions of employment of any Player will continue to require the written consent of the NHLPA, which consent shall not be unreasonably withheld (CBA 30.3)).

#	ARTICLE 50 – HRR/PAYROLL RANGE	DESCRIPTION

#	ARTICLE 50 – HRR/PAYROLL RANGE	DESCRIPTION
1.	**Miscellaneous**	NHL and NHLPA to jointly review structure of current Player Escrow arrangements to maximize protection from bankruptcy-related risk.
		NHL and NHLPA to jointly review existing HRR resolution agreements and agree on "roll-over"/continuation effect, as appropriate.
		NHL and NHLPA to jointly review the current Escrow Agreement and arrangements with Escrow Agent to ensure continued mutual satisfaction.
		Confidentiality restrictions on new or existing NHL/NHLPA Letter Agreements will be revised to allow disclosure to Players and Clubs pursuant to appropriate safeguards.

#	MISCELLANEOUS / "CLEAN-UP"	DESCRIPTION
1.	**Tax Issues/Payroll Practices**	NHLPA representatives to be invited to attend portion of annual Team CFO meeting to discuss up-to-date best practices for Player Payroll issues.
		NHL to direct all Clubs to withhold NY State Income Tax for all Players wherever applicable.
		All Clubs to pay Players by Direct Deposit.
2.	**Notices**	Improve existing data transfer mechanisms as between NHL and NHLPA to provide for more modern/efficient communications and interface, where appropriate.
		Provide and establish mechanism for electronic filing of notices between the parties.
		Update CBA Exhibit 3 (CBA Notices) to reflect current information and practices. Merge provision of Club contact information (formerly CBA Exhibit 29) into CBA Exhibit 3. Defer implementation of new e-mail notice provisions until 2012/13 season is completed.
3.	**NHLPA Access**	NHLPA representatives to be provided reasonable access to Club facilities and Players at reasonable times.
4.	**Rookie Orientation**	Parties to establish annual NHL/NHLPA Rookie Orientation and Development Program to be conducted prior to the opening of Training Camps.
5.	**Privilege Tax**	NHL to provide NHLPA with an annual "credit" to Player Benefits to reimburse Players affected by the Tennessee Professional Privilege Tax for Athletes. The aggregate annual "credit" will include a gross up to 167% to reimburse the affected Players on an after-tax basis. The NHL also agrees (by side letter) to lobby and work together with the NHLPA to secure the repeal of the Tennessee Professional Privilege Tax for Athletes, as well as other similar targeted Player tax legislation, and to support efforts by the NHLPA and Players to challenge the legality and/or constitutionality of such taxes, including by the filing of an amicus brief or memorandum of law.
6.	**Transition Rules**	NHL and NHLPA to develop appropriate "Transition Rules" to account for partial 2012/13 season.