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**BASIC AGREEMENT**  
Between

**THE AMERICAN LEAGUE OF  
PROFESSIONAL BASEBALL CLUBS**

and

**THE NATIONAL LEAGUE OF  
PROFESSIONAL BASEBALL CLUBS**

and

**MAJOR LEAGUE BASEBALL PLAYERS  
ASSOCIATION**

Effective  
January 1, 1970



## BASIC AGREEMENT

This Agreement, dated the 21st day of May 1970, is between the twelve clubs comprising The National League of Professional Baseball Clubs and the twelve clubs comprising The American League of Professional Baseball Clubs (hereinafter referred to as the "Clubs"), Parties of the first part, and the Major League Baseball Players Association (hereinafter referred to as the "Association"), Party of the second part. The provisions of this Agreement shall be effective January 1, 1970.

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—Purpose

The intent and purpose of the Parties in entering into this Agreement is to set forth the agreement of the Parties 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 except (1) individual salaries over and above the minimum requirements established by this Agreement and (2) Special Covenants to be included in individual Uniform Player's Contracts, 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, provided, however, should the specific provisions of the form of the Uniform Player's Contract be inconsistent with the corresponding provisions of Articles V, VI, VII and VIII of this Agreement, the language of the Uniform Player's Contract shall govern. 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.

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## ARTICLE IV - Scheduling

### A. Length of Season

During the term of this Agreement, each Club shall be scheduled to play 162 games during each championship season. Following completion of each championship season, the divisional winning Clubs within each League shall engage in a best of five 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 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. Any failure to play 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 August 15th of each year, copies of the tentative championship schedules of the Major Leagues for the next ensuing season shall be presented to the Association and then promptly reviewed by the Parties.

### C. Old Scheduling Agreements

The Parties recognize and incorporate herein as a part of this Agreement the following existing provisions governing the scheduling of championship games in the two Major Leagues, which shall continue in effect during the 1970, 1971 and 1972 championship seasons with regard to both original schedules and rescheduling:

- (1) As to the National League: Paragraph 1 of the "Agreements Between Clubs and Player Representatives" appearing at pages 49-50 of the pamphlet prepared by the National League office for Player Representatives under date of May, 1965.
- (2) As to the American League: The American League Regulations, Secs. 3.4 (1), - (3), - (4), - (5), - (6), - (7), and (8) and 3.11.

The scheduling provisions referred to in subparagraph (1) above shall be considered agreements between the Association and the 12 clubs of the National League or any of them, and the provisions referred to in subparagraph (2) above shall be considered agreements between the Association and the 12 clubs of the American League or any of them, for the purposes of the Grievance Procedure provided for in Article X hereof, except to the extent modified in the next paragraph.

### D. Additional Scheduling Agreements

The scheduling provisions incorporated herein by the preceding paragraph shall be supplemented and to the extent necessary modified by the following:

- (1) Split doubleheaders shall not be scheduled in the original schedule. As to the rescheduling of games as split doubleheaders, the matter will be reviewed by the Parties promptly after the conclusion of each championship season during the term of this Agreement. With regard to the 1970 season only, games may be rescheduled as split doubleheaders when there is no practical alternative to doing so, bearing in mind the nature of the pennant race, the seating capacities of the parks involved, and the tradition of split doubleheaders in the cities involved.
- (2) One-day stands will not be scheduled except as "openers" or doubleheaders to be followed by an open day.
- One-day stands will not be rescheduled except as required to complete the championship schedule.
- (3) Not more than three exhibition games, excluding the All-Star Game and the Hall of Fame Game, shall be played by any Club during the championship season.
- (4) 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 6 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 6 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.
- (5) 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 subparagraph (6) below and except that such games may be scheduled or rescheduled to start between noon and 1 P. M., if both Clubs either:
  - (a) Had an off-day the previous day; or
  - (b) Played an afternoon game starting not later than 5 P. M. or a doubleheader starting not later than 1:30 P. M. in another city the previous day, provided the travel time required in flight is 1-½ hours or less; or
  - (c) Played a game in the same city within the previous 24 hours.
- (6) With the approval of the League President, not more than 6 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 either (a), (b) or (c) of subparagraph 5 above are met.
- (7) Games shall not be scheduled or rescheduled to start later than 5 P.M. on getaway day 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 1-½ hours.
- (8) To the extent reasonably practicable, open days shall be scheduled following travel from the Pacific time zone to the Eastern time zone.

- (9) To the extent reasonably practicable, open days shall be non-travel days.
- (10) 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.
- (11) Twi-night doubleheaders will be limited in the original schedule to three per home Club per season.
- (12) 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.
- (13) Club championship or exhibition games shall not be played during the All-Star break except exhibition charity games. Players selected for participation in the All-Star Game shall not be required to play in such charity games.

#### ARTICLE V - 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

During the 1970 championship season, the minimum rate of payment to a Player for each day of service on a Major League Club shall be at the rate of \$12,000 per season. During the 1971 championship season, said minimum shall be at the rate of \$12,750 per season. During the 1972 championship season, said minimum shall be at the rate of \$13,500 per season.

##### B. Maximum Salary Reduction

No Player's contract shall be renewed pursuant to paragraph 10(a) of the Uniform Player's Contract in any year for a salary which constitutes a reduction in excess of 20% of his previous year's salary or in excess of 30% of his salary two years previous.

##### C. Representation During Individual Salary Negotiations

A Player may be accompanied, if he so desires, by a representative of his choice to assist him in negotiating his individual salary with his employing Club.

#### ARTICLE VI - 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.
- (2) First-class jet air fare and meals en route, of Players to their homes at the end of the season, provided, however, that 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.

- (3) All necessary traveling expenses, including first-class jet air fare and meals en route, of Players from their home cities 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.
- (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.
- (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.

##### 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, departure is scheduled prior to 12:00 Noon, Players will receive the full daily allowance for that date; if departure is after 12:00 Noon, Players will receive one-half of the daily allowance for that date. Returning to the home city, if arrival is later than 6:00 P. M., Players will receive the full daily allowance; if arrival is prior to 6:00 P. M., Players will receive one-half of the daily allowance. The Club may require the Player to sign checks for meals at a hotel in lieu of the cash meal allowance.
- (3) During the 1970 championship season, the daily allowance shall be \$16.00. During the 1971 and 1972 championship seasons, the daily allowance shall be a base of \$17.00 plus a cost of living adjustment to the nearest \$.50, provided, however, that the cost of living adjustment shall not reduce the daily allowance below \$17.00.
- (4) Cost of living adjustments shall be computed as follows:
- (a) To determine the allowance figure effective for the 1971 season, the base allowance figure (before any cost of living adjustment) for the 1971 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 for November 1970 and the denominator of which is the Consumer Price Index for the month of November 1969.
- (b) To determine the allowance figure effective for the 1972 season, the allowance figure for the 1971 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the Consumer Price Index for No-

ember 1971 and the denominator of which is the Consumer Price Index for the month of November 1970.

### C. Spring Training Allowances

- (1) During the training season, each Player shall receive a weekly allowance of \$50.00, payable in advance, to cover training camp expenses. In 1971 and 1972, there shall be added to the allowance a cost of living adjustment to the nearest \$.50, provided, however, that the cost of living adjustment shall not reduce the weekly allowance below \$50.00.
- (2) A Player living away from the Club's spring training headquarters shall receive a daily meal allowance. No deduction shall be made for lunch or sandwiches served at the ball park. In 1970, the daily allowance shall be \$13.00. In 1971 and 1972, the daily allowance shall be a base of \$14.00 plus a cost of living adjustment to the nearest \$.50, provided, however, that the cost of living adjustment shall not reduce the daily allowance below \$14.00. Players living at the Club's spring training headquarters also shall receive the daily meal allowance if the Club does not otherwise provide meals.
- (3) A Player living away from the Club's spring training headquarters shall receive a room allowance equal to what the Club actually saves on hotel expenses by reason of the Player not staying at the Club hotel. Where the Club owns its own facilities (such as Los Angeles, Houston and Pittsburgh) where there is no saving, the Club shall pay a daily room allowance of \$3.50.
- (4) Cost of living adjustments shall be computed as set forth in paragraph B(4) above.

### ARTICLE VII—Moving Allowances

#### A. In-Season Assignments

- (1) If a Player's contract is assigned by a Major League Club to another Major League Club during the championship season, the assignor Club shall pay the Player, for all moving and other expenses resulting from such assignment, the sum of \$300 if the contract is assigned between Clubs in the same zone; the sum of \$600 if the contract is assigned between a Club in the Eastern Zone and a Club in the Central Zone; the sum of \$900 if the contract is assigned between a Club in the Central Zone and a Club in the Western Zone; and the sum of \$1200 if the contract is assigned between a Club in the Eastern Zone and a Club in the Western Zone. Major League locations shall be included in the respective zones as follows:

EASTERN	CENTRAL	WESTERN
Baltimore	Atlanta	California
Boston	Chicago	Los Angeles
Montreal	Cincinnati	Oakland
New York	Cleveland	San Diego
Philadelphia	Detroit	San Francisco
Pittsburgh	Houston	
Washington	Kansas City	
	Milwaukee	
	Minnesota	
	St. Louis	

If a Player actually changes his permanent residence to the metropolitan area of the assignee Club within 90 days after the assignment of his contract, he may elect, in lieu of the fixed sum payable as provided above, to have the assignor Club pay him for (i) the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom and his transportation and that of his immediate family and (ii) up to one month's rental payment for living quarters in the city from which he is transferred, for which he is legally obligated after the date of transfer and for which he is not otherwise reimbursed.

2. If a Player is required to report to a Major League Club from a National Association Club, or to a National Association Club from a Major League Club, such Major League Club shall pay him for (i) the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom and his transportation and that of his immediate family and (ii) up to one month's rental payments for living quarters in the city from which the Player is transferred, for which he is legally obligated after the date of the transfer and for which he is not otherwise reimbursed; except that the foregoing shall not apply if the Player is required to report in any year on or after September 1.

#### B. Off-Season (Including Spring Training) Assignments

If a Player's Contract is assigned by a Major League Club to another Major League Club during the off-season (including spring training), and if the Player actually changes his permanent residence to the metropolitan area of the assignee Club prior to the end of the All-Star break in the next succeeding season, the assignor Club shall pay the Player the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom and transportation of the Player and his immediate family.

#### C. Supplemental Allowance for Spring Training Assignments

If a Player's Contract is assigned by a Major League Club to another Major League Club during spring training, the assignor Club shall reimburse the Player for the reasonable and actual expenses of transportation of the Player and his immediate family from the spring training headquarters of the assignor Club to the spring training headquarters of the assignee Club, and shall reimburse the Player for up to one month's rental payments for living quarters in the spring training location from which the Player is transferred for which he is legally obligated after the date of the transfer and for which he is not otherwise reimbursed.

### ARTICLE VIII—Termination Pay

#### A. Spring Training

A Player whose Contract is terminated by a Club during 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 his Contract.

#### B. 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 sixty (60) days payment at the rate stipulated in paragraph 2 of his

Contract. During the 1972 championship season, a Player so terminated on or after May 15 shall be entitled to receive from the Club the unpaid balance of the full 1972 salary stipulated in paragraph 2 of his Contract.

#### C. 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 workmen's 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.

#### D. Non-Duplication

The foregoing provisions of this Article VIII 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 which 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 amounts deferred to later years, if any, 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 which would not have been payable if such Contract had been accepted.

### ARTICLE IX—World Series and League Championship Players Pool

#### A. Creation of Pool

One players pool shall be created from the World Series and the two League Championship Series. Contributions shall be made into the pool as follows:

- (1) 60% of the total gate receipts from the first 4 World Series games, after deducting 15% for the Commissioner's Office; and
- (2) 60% of the total gate receipts from the first 3 games of each Championship Series.

#### B. Distribution of Pool

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

World Series Winner	36%
World Series Loser	27%
Championship Series Losers (2)	25%
Second Place Teams in	
Each of the Four Divisions (4)	9½%
Third Place Teams in	
Each of the Four Divisions (4)	2½%

### ARTICLE X—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 interpretation of, or compliance with, the provisions of any agreement between the Association and the Clubs or any of them, or any agreement 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, as amended April 1, 1969.
- (ii) The Agreement Re Major League Baseball Players Benefit Plan, dated February 25, 1969.
- (iii) The Agreement, dated December 1, 1966, regarding dues check-off.

Any procedures or remedies available to the Parties for the resolution of disputes arising under said agreements which were available as of their respective execution dates, shall continue to be available and shall 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.

After November 1, 1971, either Party may reopen the Basic Agreement, with reference solely to Section A 1 (b) and Section C 2 of this Grievance Procedure, upon the giving of 10 days written notice prior to December 31, 1971. Thereafter, the Parties shall have an obligation to resume negotiations limited to the issue of this Grievance Procedure, and each shall have the right to take concerted action in support of its position.

(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.

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 Agreement.

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. "Player Relations Committee" shall mean the Player Relations Committee established by the Clubs.

8. "Party" shall mean a Player, Club, League or the Association.

9. "Grievant" shall mean a Party who initiates or appeals a Grievance.

10. "Arbitration Panel" shall mean the tripartite panel of arbitrators empowered to decide Grievances appealed to Arbitration. One arbitrator shall be ap-

pointed by the Association, one arbitrator shall be appointed by the Clubs and the impartial arbitrator, who shall serve as the Chairman of the Panel, shall be appointed by agreement of the two Party arbitrators. In the event the Party arbitrators are unable to agree upon the appointment of the impartial arbitrator by September 1, 1970, they jointly shall request that the American Arbitration Association furnish them a list of prominent, professional arbitrators. Upon receipt of said list, the Party arbitrators 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.

Following any decision of the Arbitration Panel, either of the Party arbitrators may discharge the impartial arbitrator by serving written notice upon him and the other Party arbitrator. Within 30 days thereafter, the Party arbitrators 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 majority vote or, with the agreement of the Party arbitrators, by the impartial arbitrator alone.

## 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, 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 Player Relations Committee within 15 days following receipt of the Club's written decision. The Grievance shall be discussed within 10 days thereafter between representatives of the Player Relations Committee and representatives of the Association in an attempt to settle it. Within 10 days following such discussion, the designated representative of the Player Relations Committee shall advise the Grievant in writing of his decision and shall furnish a copy to the Association. If the decision of the Player Relations Committee 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.

Grievances which involve (a) more than one Club, or (b) 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 designated representative of the Player Relations Committee 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.

**Step 3.** In order for a Grievance to be considered further, it shall be appealed in writing by the Grievant or by the Association, within 15 days of receipt of the Step 2 decision, to the President of the Club's League, for his consideration. Upon receipt of the notice of appeal, the President of the League shall designate a time and place for an informal hearing, which hearing shall be commenced as soon as practicable but no later than 20 days from the date of receipt of the appeal. The League President shall render a written decision within 10 days following the conclusion of such hearing, and may affirm, modify or reverse the decision appealed from. If the decision of the League President 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.

The Parties may, by mutual consent, waive the necessity of the Step 3 procedure and permit the appeal of a Grievance from Step 2 directly to Arbitration.

Grievances which relate to League disciplinary action and which are not covered by the procedure set forth in Section C, below, may be filed initially in Step 3, provided that written notice of the Grievance shall be presented to the League President within 30 days following the date on which the Player receives written notification of the discipline.

**Arbitration.** Within 15 days following receipt of the decision of the League President (or, in the event the Parties have agreed to waive the Step 3 procedure, within 15 days following receipt of the Step 2 decision), the Grievant or the Association may appeal the Grievance in writing to the Chairman of the Arbitration Panel for impartial arbitration. Upon receipt of the notice of appeal, the Chairman of the Arbitration Panel shall set a time, date and place for hearing the appeal, which hearing shall be commenced as soon as practicable but no later than 20 days following receipt of the notice of appeal. Such hearing 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, and may affirm, modify or reverse the decision appealed from. The decision of the Arbitration Panel shall constitute full, final and complete disposition of the Grievance appealed to it.

With regard to the arbitration of Grievances, the Arbitration Panel shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of agreements between the Association and the Clubs or any of them, and agreements 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, providing 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.**

Complaints involving a fine or suspension imposed upon a Player by a League or by the Commissioner for conduct on the playing field or in the ball park shall be subject exclusively to this Section C, as follows:

1. Any Player who believes that he has a justifiable complaint regarding such discipline may, within 30 days of his receipt of written notification of the discipline, appeal in writing to the League President if the discipline was imposed by him, or to the Commissioner, if the discipline was imposed by him, for a hearing. Upon receipt of the notice of appeal, the League President or Commissioner, as the case may be, shall designate a time and place for hearing the appeal, which hearing shall be commenced within 10 days from the date of receipt of the appeal. Such hearing shall be conducted in accordance with the Rules of Procedure attached hereto as Appendix A. The League President or 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 of the League President or 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 a League involves a fine in an amount which exceeds \$500 or a suspension exceeding 10 days, a complaint relating thereto shall be appealable from the decision of the League President to the Commissioner for determination in the same manner and with the same effect as provided in subparagraph 1 (b) of Section A hereof.

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

1. Any Club which believes it has a justifiable Grievance, as defined in Section A-1 hereof, shall present such Grievance in Step 2 within (a) 30 days from the date of occurrence on 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 been known to the Club, whichever is later, and such Grievance shall be processed in accordance with the provisions of Step 2, Step 3 and "Arbitration" as provided in Section B, provided, however, that a Club may not appeal a decision in Step 2 or Step 3 with respect to a Grievance covered by this paragraph.

2. A Club and a Player may jointly appeal to the President of its League from the decision of the representative of the Player Relations Committee in a Step 2 proceeding as provided for in this Grievance Procedure.

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.



#### **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.
5. The Parties recognize that a Player may be subjected to disciplinary action for just cause by his Club, League 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.
6. Nothing contained in this Grievance Procedure shall excuse a Player from prompt compliance with any discipline imposed upon him. 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.

#### **ARTICLE XI—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 X 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, as amended April 1, 1969.
- b. The Agreement Re Major League Baseball Players Benefit Plan, dated February 25, 1969.
- c. The Agreement, dated December 1, 1966, regarding dues check-off.

#### **ARTICLE XII—Miscellaneous**

##### **A. No Discrimination**

All provisions of this Agreement shall be applied without discrimination.

##### **B. 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.

##### **C. Parking Facilities**

Each Club shall provide or arrange for appropriate automobile parking spaces for Players at its home ball park on game or practice days, without cost to the Players.

##### **D. 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.

##### **E. Spring Training—Living Away From Club Headquarters**

A married Major League Player with a total of 60 or more days of service on a Major League roster may live away from the Club's spring training headquarters with his wife and family, unless the Club can demonstrate good cause for not permitting him to do so. Other Players, with consent of the Club, may be permitted to live away from the spring training headquarters.

##### **F. Spring Training—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 five (5) 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.

#### **ARTICLE XIII—Rule Changes**

If during the term of this Agreement any Major League rule, Professional Baseball rule or regulation of the American or National Leagues 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 this Article XIII 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 XIII, 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.

#### **ARTICLE XIV—Reserve System**

Regardless of any provision herein to the contrary, this Agreement does not deal with the reserve system. The parties have differing views as to the legality and as to the merits of such system as presently constituted. This Agreement shall in no way prejudice the position or legal rights of the Parties or of any Player regarding the reserve system.

It is agreed that until the final and unappealable adjudication (or voluntary discontinuance) of Flood v. Kuhn et al., now pending in the federal district court of the Southern District of New York, neither of the Parties will resort to any form of concerted action with respect to the issue of the reserve system, and there shall be no obligation to negotiate with respect to the reserve system. Upon the final and unappealable adjudication (or voluntary discontinuance) of Flood v. Kuhn et al., either Party shall have the right to reopen negotiations on the issue of the reserve system as follows:

- a. in the event such adjudication (or discontinuance) occurs between October 15 in any year and January 15 in the following year, inclusive, either Party may thereafter reopen such negotiation, upon 10 days' prior written notice, provided that such notice is given on or before January 15;
- b. in the event such adjudication (or discontinuance) occurs between January 16 and October 14, inclusive, in any year, either Party may thereafter reopen such negotiation on or after November 1, upon 10 days' prior written notice, provided that such notice is given on or before January 15 in any following year.

#### **ARTICLE XV—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 XVI—Term**

This Agreement shall become effective as of January 1, 1970 and, subject to the provisions of Article IV Section A, Article IV Section D (1), Article X, Section A 1 (b), Article XIII, and Article XIV, shall remain in full force and effect until December 31, 1972.

On or before August 1, 1972 either the Clubs or the Association may give written notice of its desire to change the terms of or terminate this Agreement. Such written notice of change shall set forth in general terms the nature of the changes proposed, provided that a full statement of all changes (which may include additional changes) shall be presented in writing not later than August 31, 1972. Negotiations shall commence not later than October 31, 1972.

If an agreement has not been reached by December 31, 1972, this Agreement shall nevertheless continue in full force and effect until 60 days after written notice of termination is given by the Clubs or the Association.

#### **ARTICLE XVII—Comprehensive Agreement**

This Agreement represents a complete, full and final understanding on all bargainable subjects covering Players during the term of this Agreement, except for such matters as may become bargainable under the terms of Article IV Section A, Article IV Section D (1), Article X, Section A 1 (b), Article XIII, and Article XIV of this Agreement or under the terms of the following Agreements.

- a. The Major League Baseball Players Benefit Plan, as amended April 1, 1969.
- b. The Agreement Re Major League Baseball Players Benefit Plan, dated February 25, 1969.
- c. The Agreement, dated December 1, 1966, 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 Article IV Section A, Article IV Section D (1), Article X, Section A 1 (b), Article XIII, and Article XIV of this Agreement.

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 XVIII—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 hereunder subscribed their names as of the day and year first above written.

ATLANTA BRAVES, INC.  
CHICAGO NATIONAL LEAGUE  
BALL CLUB, (INC.)  
CINCINNATI REDS, INC.  
HOUSTON SPORTS ASSOCIATION,  
INC.

LOS ANGELES DODGERS, INC.  
METROPOLITAN BASEBALL  
CLUB, INC.

MONTREAL BASEBALL  
PARTNERSHIP, REG. 'D.  
NATIONAL EXHIBITION  
COMPANY

THE PHILADELPHIA NATIONAL  
LEAGUE CLUB

PITTSBURGH ATHLETIC  
COMPANY, INC.

SAN DIEGO PADRES  
ST. LOUIS NATIONAL BASEBALL  
CLUB, INC.

By Charles S. Feeney, President  
The National League of  
Professional Baseball Clubs

ARTNELL COMPANY,  
CHICAGO WHITE SOX DIVISION  
BALTIMORE BASEBALL CLUB, INC.  
BOSTON RED SOX, A TRUST  
CHARLES O. FINLEY AND  
COMPANY, INC.  
OAKLAND ATHLETICS DIVISION  
CLEVELAND INDIANS, INC.  
GOLDEN WEST BASEBALL COMPANY  
JOHN E. FETZER, INC.  
KANSAS CITY ROYALS  
BASEBALL CLUB  
MILWAUKEE BREWERS BASEBALL  
CLUB, INC.

MINNESOTA TWINS, INC.  
NEW YORK YANKEES, INC.  
WASHINGTON SENATORS, INC.

By Joseph E. Cronin, President  
The American League of  
Professional Baseball Clubs

Parties of the First Part

## MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION

Marvin J. Miller, Executive Director  
Richard M. Moss, Counsel

### Executive Board Members:

Jack D. Aker  
Bernard K. Allen  
Ronald G. Brand  
James P. Bunning  
Roberto W. Clemente  
Myron W. Drabowsky  
James L. Fregosi  
Thomas F. Haller  
Steven A. Hamilton  
Ronald S. Herbel  
Joel E. Horlen  
Reginald M. Jackson  
Edward E. Kranepool  
Denver C. Lemaster  
Robert A. Locker  
James R. Lonborg  
C. Dallan Maxwell  
Samuel E. McDowell  
Claude W. Osteen  
Milton S. Pappas  
Gaylord J. Perry  
James E. Perry, Jr.  
Jimmie W. Price  
Phillip R. Regan  
Brooks C. Robinson, Jr.  
Richard C. Wise  
William F. Woodward

Parties of the Second Part

## SCHEDULE A

### UNIFORM PLAYER'S CONTRACT

#### The National League of Professional Baseball Clubs

##### Parties

Between \_\_\_\_\_  
herein called the Club, and  
of \_\_\_\_\_

##### Recital

The Club is a member of The National League of Professional Baseball Clubs, a voluntary association of twelve member Clubs which has subscribed to the Major League Rules with The American League of Professional Baseball Clubs and its constituent Clubs and to The Professional Baseball Rules with that League and the National Association of Baseball Leagues. The purpose of those rules is to insure the public wholesome and high-class professional baseball by defining certain relations between Club and Player, between Club and Club, between League and League, and by vesting in a designated Commissioner certain powers of control and discipline, and of decision in case of certain disputes.

##### 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 \_\_\_\_\_ 197\_\_\_\_\_, including the Club's training season, the Club's exhibition games, the Club's playing season, 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 playing season covered by this contract. 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 Club's playing season (or such subsequent date as the Player's services may commence) and end with the termination of the Club's scheduled playing 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.

If the Player is in the service of the Club for part of the playing season only, he shall receive such proportion of the sum above mentioned, as the number of days of his actual employment in the Club's playing season bears to the number of days in said 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 rate of \$12,000 per year for the 1970 playing season, \$12,750 per year for the 1971 playing season, and \$13,500 per year for the 1972 playing season.

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 Club's playing 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**  
(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 promotional activities of the Club and its League, which, in the opinion of the Club, will promote the welfare of the Club or professional baseball, and to observe and comply with all 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**  
(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**  
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.

**Ability**

**Condition**

**Interest in Club**

**Service**

**Other Sports**

**Assignment**

**No Salary Reduction**

**Reporting**

**Obligations of Assignor and Assignee Clubs**

(b) The Player represents that he has no physical or mental defects known to him, which would prevent or impair performance of his services.

(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).

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 on page 4 hereof.

(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.

6.(a) The Player agrees that this contract may be assigned by the Club (and reassigned by any assignee Club) to any other Club in accordance with the Major League Rules and the Professional Baseball Rules.

(b) The amount stated in paragraph 2 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 (c).

(c) The Player shall report to 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 so to 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.

(d) 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 only from the date of assignment and shall not be liable (but the assignor Club shall remain liable) for payments accrued prior to 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 National Association 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.

**Moving Expenses**

(e) If this contract is assigned by a Major League Club to another Major League Club during the playing season the assignor Club shall pay the Player, for all moving and other expenses resulting from such assignment, the sum of \$300 if the contract is assigned between Clubs in the same zone; the sum of \$600 if the contract is assigned between a Club in the Eastern Zone and a Club in the Central Zone; the sum of \$900 if the contract is assigned between a Club in the Central Zone and a Club in the Western Zone; and the sum of \$1200 if the contract is assigned between a Club in the Eastern Zone and a Club in the Western Zone. Major League locations shall be included in the respective zones as follows:

EASTERN	CENTRAL	WESTERN
Baltimore	Atlanta	California
Boston	Chicago	Los Angeles
Montreal	Cincinnati	Oakland
New York	Cleveland	San Diego
Philadelphia	Detroit	San Francisco
Pittsburgh	Houston	
Washington	Kansas City	
	Milwaukee	
	Minnesota	
	St. Louis	

If the Player actually changes his permanent residence to the metropolitan area of the assignee Club within 90 days after the assignment of his contract, he may elect, in lieu of the fixed sum payable as provided above, to have the assignor Club pay him for (i) the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom and his transportation and that of his immediate family and (ii) up to one month's rental payment for living quarters in the city from which he is transferred, for which he is legally obligated after the date of transfer and for which he is not otherwise reimbursed.

If during the Major League playing season, a Player is required to report to a Major League Club from a National Association Club, or to a National Association Club from a Major League Club, such Major League Club shall pay him for (i) the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom and his transportation and that of his immediate family and (ii) up to one month's rental payment for living quarters in the city from which the Player is transferred, for which he is not otherwise reimbursed;

or to a National Association Club from a Major League Club, such Major League Club shall pay him for (i) the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom and his transportation and that of his immediate family and (ii) up to one month's rental payments for living quarters in the city from which the Player is transferred, for which he is legally obligated after the date of the transfer and for which he is not otherwise reimbursed; except the foregoing shall not apply if the Player is required to report on or after September 1.

If this contract is assigned by a Major League Club to another Major League Club during the off-season (including spring training) and if the Player actually changes his permanent residence to the metropolitan area of the assignee Club prior to the end of the All-Star break in the next succeeding season, the assignor Club shall pay the Player for the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom and transportation of the Player and his immediate family.

If this contract is assigned by a Major League Club to another Major League Club during spring training, the assignor Club also shall pay the Player for the reasonable and actual expenses of transportation of the Player and his immediate family from the spring training headquarters of the assignor Club to the spring training headquarters of the assignee Club, and shall reimburse the Player for up to one month's rental payment for living quarters in the spring training location from which the Player is transferred for which he is legally obligated after the date of the transfer and for which he is not otherwise reimbursed.

**"Club"**

(f) All references in other paragraphs of this contract to "the Club" shall be deemed to mean and include any assignee of this contract.

**Termination**

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 (f) (4) of this paragraph 7.

By  
Player

By  
Club

(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.

(c) If this contract is terminated by the Club by reason of the Player's failure to render his services hereunder due to disability resulting directly from injury sustained in the course and within the scope of his employment hereunder and notice of such injury is received by the Club as provided in the Regulations on page 4 hereof, the Player shall be entitled to receive his full salary for the season in which the injury was sustained, less all workmen's 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.

(d) If this contract is terminated by the Club during the training season, then, except in the case provided for in subparagraph (c) of this paragraph 7, the Player shall be entitled to receive as full payment hereunder the Player's board, lodging and/or expense allowances during the training season to the date of termination, the reasonable traveling expenses of the Player, including first-class jet air fare and meals en route to his home city, and the expert training and coaching provided by the Club to the Player during the training season, provided, however, that if this contract is terminated under subparagraph (b) (2) of this paragraph 7 for failure to exhibit sufficient skill or competitive ability, the Player shall be entitled to an additional amount (termination pay) equal to thirty (30) days payment at the rate stipulated in paragraph 2 hereof.

(e) If this contract is terminated by the Club during the playing season, then, except in the case provided for in subparagraph (c) of this paragraph 7, the Player shall be entitled to receive as full payment hereunder such portion of the amount stipulated in paragraph 2 hereof as the number of days of his actual employment in the Club's playing season bears to the total number of days in said season, provided, however, that if this contract is terminated under subparagraph (b) (2) of this paragraph 7 for failure to exhibit sufficient skill or competitive ability, the Player shall be entitled to an additional amount (termination pay) equal to sixty (60) days payment at the rate stipulated in paragraph 2 hereof and the reasonable traveling expenses of the Player, including first-class jet air fare and meals en route to his home city, provided further, however, that if this contract is terminated under said subparagraph (b) (2) for failure to exhibit sufficient skill or competitive ability, on or after May 15, 1972, the additional amount (termination pay) which the Player shall be entitled to receive shall be the unpaid balance of the full 1972 salary stipulated in paragraph 2.

(f) Subparagraphs (c) (d) and (e) of this paragraph 7 shall be applied regardless of the number of times the Player may be released during a year, subject to the following limitations:

(1) The maximum amount of termination pay which the 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 amounts deferred to later years, if any, 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 which would not have been payable if such contract had been accepted.

(g) 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 six (6) days only. 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 the 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 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 so to 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.

(h) 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.

8. The Player accepts as part of this contract the Regulations printed on the fourth page hereof.

9.(a) The Club and the Player agree to accept, abide by and comply with all provisions of the Major League Agreement, the Major League Rules, the Rules or Regulations of the League of which the Club is a member, and the Professional Baseball Rules, 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 Clubs of the American and National Leagues and the National Association, reserves the right to modify, supplement or repeal any provision of said Agreement, Rules and/or Regulations in a manner not inconsistent with this

## Procedure

## Regulations

## Rules

contract or the provisions of any then existing agreement between the Major League Clubs and the Major League Baseball Players Association.

#### Disputes

(b) All disputes between the Player and the Club which are covered by the Grievance Procedure as set forth in the Basic Agreement between the Major League Clubs and the Major League Baseball Players, as represented by the Major League Baseball Players Association, effective January 1, 1970, shall be resolved in accordance with such Grievance Procedure.

#### Publication

(c) The Club, the League President 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) On or before January 15 (or if a Sunday, then the next preceding business day) of the year next following the last playing season covered by this contract, the Club may tender to the Player a contract for the term of that year by mailing the same 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. If prior to the March 1 next succeeding said January 15, the Player and the Club have not agreed upon the terms of such contract, then on or before 10 days after said March 1, the Club shall have the right by written notice to the Player at said address 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 an amount payable at a rate not less than 80% of the rate stipulated for the next preceding year and at a rate not less than 70% of the rate stipulated for the year immediately prior to the next preceding year.

(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.

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.

#### Commissioner

12. The term "Commissioner" wherever used in this contract shall be deemed to mean the Commissioner designated under the Major League Agreement, 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 Agreement to exercise the powers and duties of the Commissioner during such vacancy.

#### Supplemental Agreements

The Club and the Player covenant that this contract and the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association effective January 1, 1970 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 League President and Commissioner) and complying with the Major League Rules and the Professional Baseball Rules.

#### Special Covenants

#### Approval

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

Signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 197 \_\_\_\_\_

\_\_\_\_\_  
(Player)

By

\_\_\_\_\_  
(Home address of Player) (Authorized Signature)

Social Security No. \_\_\_\_\_

Approved \_\_\_\_\_, 197 \_\_\_\_\_

\_\_\_\_\_  
President, The National League of Professional Baseball Clubs

## REGULATIONS

1. The Club's playing season for each year covered by this contract and all renewals hereof shall be as fixed by The National League of Professional Baseball Clubs, or if this contract shall be assigned to a Club in another League, then by the League of which such assignee is a member.
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 regular physician or dentist 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; 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 doctors and hospitals 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 at the discretion of the Club.
3. The Club will furnish the Player with two complete uniforms, exclusive of shoes, which uniforms will be surrendered by the Player to the Club at the end of the season or upon termination of this contract.
4. The Club will pay all proper and necessary traveling expenses of the Player while "abroad", or traveling with the Club in other cities, including board, and first-class jet air and hotel accommodations, if practicable.

During the championship season, for each day a Club is on the road and for each traveling day, the allowance for meals and tips shall be \$16 per day in 1970; in 1971 and 1972 there shall be a base allowance of \$17 per day, plus a cost of living adjustment to the nearest \$.50, provided, however, that the cost of living adjustment shall not reduce the daily allowance below \$17. No deductions will be made for meals served on an airplane. If, when a Club departs from the home city, departure is scheduled prior to 12:00 Noon, the Player will receive the full allowance for meals and tips for that date; if departure is after 12:00 Noon, the Player will receive one-half of the allowance for meals and tips for that date. Returning to the home city, if arrival is later than 6:00 P. M. the Player will receive the full allowance for meals and tips; if arrival is prior to 6:00 P. M. the Player will receive one-half of the allowance for meals and tips. The Club may require the Player to sign checks for meals at a hotel in lieu of the cash meal allowance.

During the training season, the Player will receive an allowance, payable in advance each week, of \$50 per week in 1970, \$50 per week in 1971 and 1972, plus a cost of living adjustment to the nearest \$.50, provided, however, that the cost of living adjustment shall not reduce the weekly allowance below \$50, to cover training camp expenses. If the Player lives away from the Club's headquarters, he shall receive, without deduction for lunch or sandwiches served at the ball park, a meal allowance of \$13 per day in 1970; in 1971 and 1972 there shall be a base allowance of \$14 per day, plus a cost of living adjustment to the nearest \$.50, provided, however, that the cost of living adjustment shall not reduce the allowance below \$14. A Player living at the Club's headquarters also shall receive the meal allowance if the Club does not otherwise provide meals. If the Player lives away from the Club's headquarters, he shall receive a room allowance equal to what the Club actually saves on hotel expenses by reason of the Player not staying at the Club hotel. Where the Club owns its own facilities (such as Pittsburgh, Los Angeles or Houston) where there is no savings, the Club will allow \$3.50 per day per room, in addition to the meal allowance.

References to cost of living adjustments in this Regulation shall be computed as follows:

- (a) To determine the allowance figure effective for the 1971 season, the base allowance figure (before any cost of living adjustment) for the 1971 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 for November 1970 and the denominator of which is the Consumer Price Index for the month of November 1969.
- (b) To determine the allowance figure effective for the 1972 season, the allowance figure for the 1971 season, as adjusted, shall be multiplied by a fraction the numerator of which is the Consumer Price Index for November 1971 and the denominator of which is the Consumer Price Index for the month of November 1970.

The Club will also pay the first-class jet air fare of the Player to his home at the end of the season, provided, however, that if the Club finishes its season "abroad" and appropriate transportation is not provided back to the Club's home city, the Player shall be paid an amount equal to the first-class jet air fare back to the Club's home city plus the first-class jet air fare from the Club's home city to the Player's home, provided the Player elects to return home via the Club's home city.

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 period not exceeding thirty days or both. Written notice of the fine or suspension or both and the reason therefor shall in every case be given to the Player.
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, for a period beginning not earlier than March 1, without any other compensation than that herein elsewhere provided. The Club will pay the necessary traveling expenses, in-



cluding 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, if the Player is then not more than 1600 miles by most direct available railroad route from the assignee Club, plus an additional 24 hours for each additional 800 miles.

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 his club and permission of the Commissioner, a player may participate in exhibition games for a period of not less than thirty (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 (3) players of any one club on the same team. The Commissioner shall not approve of more than three (3) 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 (1) 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 (1) year, has played against teams containing such ineligible players, or so managed or controlled. Any player violating this Rule shall be fined not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00), except that in no event shall such fine be less than the consideration received by such player for participating in such game.

## 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 Chairman of the Arbitration Panel may deem necessary to an understanding and determination of the dispute. The Chairman of the Arbitration Panel 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 Chairman of the Arbitration Panel 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 Chairman of the Arbitration Panel shall inquire of all Parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Chairman of the Arbitration Panel 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 Chairman of the Arbitration Panel.

**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 Chairman of the Arbitration Panel.**

Copies of all written communications sent by a Party to the Chairman of the Arbitration Panel 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 Chairman of the Arbitration Panel in connection with arbitration cases unless the other Party or his representative is present.

**17. Commissioner and Section C Hearings.**

These Rules of Procedure shall also apply to hearings conducted by the Commissioner pursuant to Section A, subparagraph 1 (b), or by the Commissioner or a League President pursuant to Section C of the Grievance Procedure.