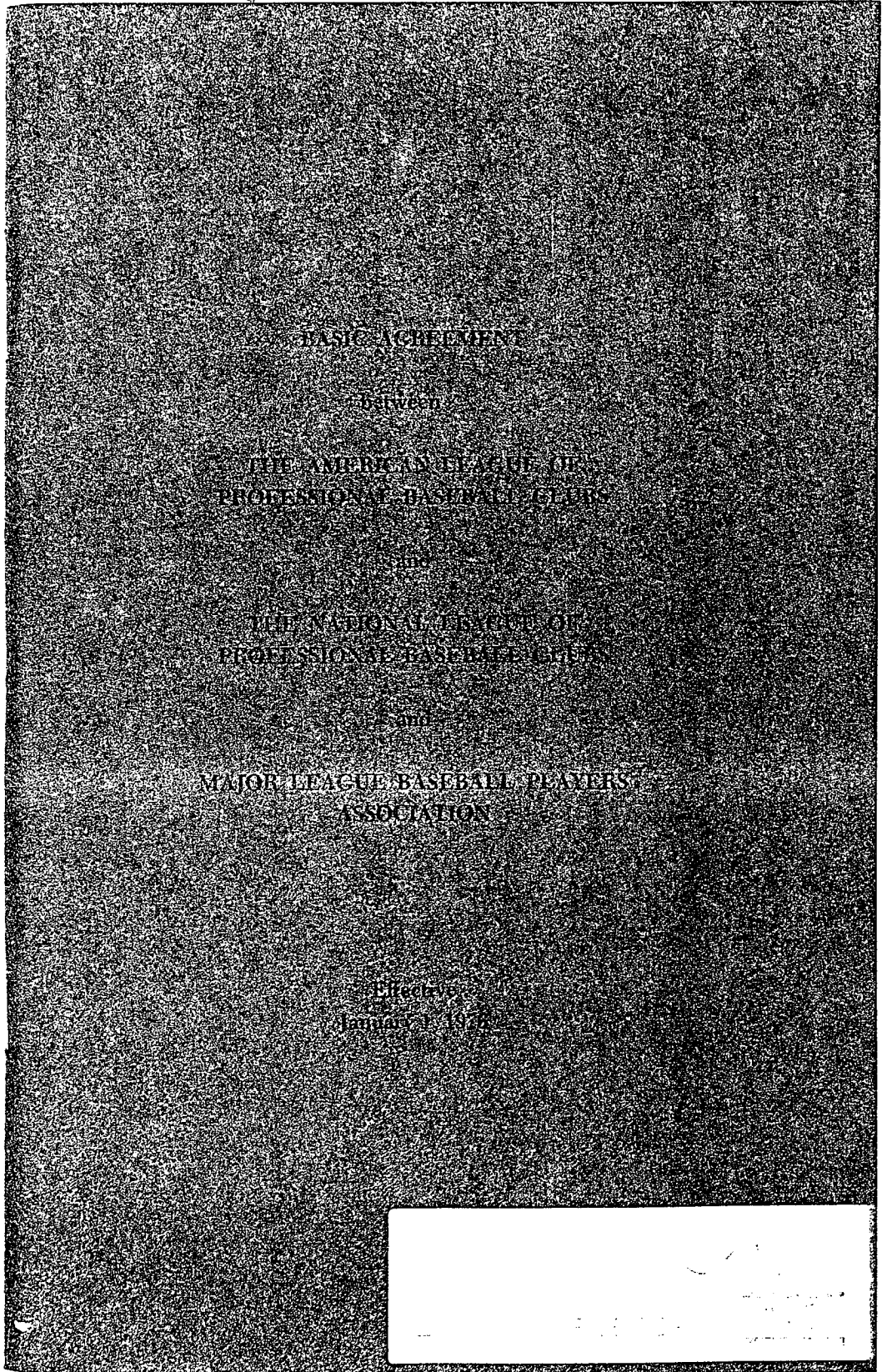


Basic Agreement  
between  
The American League of Baseball Clubs  
& The National League of Baseball Clubs  
and Major League Baseball Players Association



BASIC AGREEMENT

between

THE AMERICAN LEAGUE OF  
PROFESSIONAL BASEBALL CLUBS

and

THE NATIONAL LEAGUE OF  
PROFESSIONAL BASEBALL CLUBS

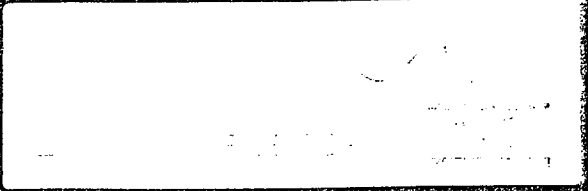
and

MAJOR LEAGUE BASEBALL PLAYERS  
ASSOCIATION

Effective  
January 1, 1976

effective  
Jan 1, 1976

38 pages  
CLIFFS COPY



# 1976-1979 BASIC AGREEMENT

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**1976-1979 BASIC AGREEMENT**

This Agreement, dated as of the 12th day of July, 1976, is between Clubs comprising The National League of Professional Baseball Clubs and the 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, 1976, unless a provision herein provides otherwise.

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. (See also Attachment I.)

**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 which is to be used exclusively for all Contracts signed on or after the 9th day of August,

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1976, 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. Nothing herein contained shall limit the right of any Club and Player to enter into special covenants in the space provided in a manner not inconsistent with the provisions of this Agreement. The termination of this Agreement shall not impair, limit or terminate the rights and duties of any Club or Player under any Contract between any individual Player and any of the Clubs.

#### ARTICLE IV — 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. (See also Attachment 2.)

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

\* The form of the Uniform Player's Contract used exclusively for all contracts signed before the 9th day of August, 1976, is as set forth in Schedule A in the 1973-1975 Basic Agreement.

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 June 15th of each year, copies of the tentative championship schedules of the Major Leagues for the next ensuing season shall be submitted to the Association for review. The Association shall complete its review not later than October 1.

##### 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 1976, 1977, 1978 and 1979 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 1973 American League Regulations, Secs. 3.4(1), -(3), -(4), -(5), -(6), -(7) and (8).

The scheduling provisions referred to in subparagraph (1) above shall be considered agreements between the Association and the 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 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 1977 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.

A game will not be rescheduled as a one-game stand except as required to complete the championship schedule.

(3) During 1976, 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. Effective beginning in 1977, not more than two exhibition games shall be played by any Club during the championship season, unless the Club is permitted one additional exhibition game by its League President from a quota of three additional exhibition games each League President may distribute in his League, excluding the All-Star Game and the Hall of Fame Game, provided, however, no Club shall play more than three exhibition games. The scheduling and rescheduling of exhibition games shall be in accordance with the scheduling and rescheduling rules set forth in this Article IV with respect to championship season games, except that subparagraph (2) above prohibiting one-day stands shall not apply.

(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 each Club meets one of the following two conditions:

(a) If an off-day occurred the previous day, or

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

On holidays, day games may be scheduled or rescheduled to start between Noon and 1 P.M. if each Club meets one of the following three conditions:

(i) The condition stated in (a) above,

(ii) The condition stated in (b) above, or

(iii) If an afternoon game starting not later than 5 P.M. or a doubleheader starting not later than 1:30 P.M. were played in another city the previous day, provided that the travel time required in flight is 1½ hours or less.

(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 subparagraph (5) above with respect to scheduling and rescheduling of day games between Noon and 1 P.M. 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 1½ hours.

(8) To the extent reasonably practicable, open days shall be non-travel days, except as permitted in subparagraph (9) below.

(9) To the extent reasonably practicable, an open day shall be scheduled for or following travel from cities in the Pacific time zone to east of the Mississippi River. For purposes of this paragraph, Chicago shall be treated as west of the Mississippi River.

(10) No Club shall be scheduled, or rescheduled if practicable, to play more than 19 consecutive days without an open day.

(11) No Club shall be scheduled for more than two open days in any seven-day period.

(12) 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.

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

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

(15) Club championship or exhibition games shall not be played during the All-Star break.

(16) With respect to the rescheduling of any game, any scheduling or rescheduling rule set forth in this Article IV may be waived by the secret ballot vote of a majority of the Players on each of the two Clubs. Separate votes shall be required with regard to each game for which a waiver is sought. A waiver granted pursuant to this provision shall not constitute a precedent with regard to future waiver requests.

## 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 1976 and 1977 championship seasons, the minimum rate of payment to a Player for each day of service on a Major League Club shall be at the rate of \$19,000 per season. During the 1978 and 1979 championship seasons, said minimum shall be at the rate of \$21,000 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. For the purposes of this section, the "salary" of a Player with a salary stipulated in paragraph 2 of his Major League contract of less than the then

applicable Major League minimum salary shall be deemed to be the greater of either (1) the total amount of his actual baseball salary earnings from Major League Clubs (and from National Association Clubs, if any) in that season or (2) the amount stipulated in paragraph 2 of his Major League contract for that season. (See also Attachment 3.)

### 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.

### D. Salary Continuation — Military Encampment

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

### E. Salary Arbitration

Effective with the 1976 championship season, the following salary arbitration procedure shall be applicable:

(1) *Eligibility.* The issue of a Player's salary may be submitted to final and binding arbitration by any Player or his Club, provided the other party to the arbitration consents thereto. For the 1978 and 1979 seasons, any Club, or any Player with both a total of two years of Major League service and Major League service in at least three different championship seasons, but with less than six years of Major League service, may submit the issue of the Player's salary to final and binding arbitration without the consent of the other party (subject to the provisions of subparagraph (6) below).

(2) *Six Year Player — Club Consent to Arbitration.* Upon request of a Player with 6 or more years of Major League service, his Club shall, on or before October 15, in writing notify him as to the Club's position regarding salary arbitration should the Player's contract for the next season not be agreed upon by February 1. (See also Attachment 4.)

### (3) Notice of Submission

(a) *Player Submission.* Election of submission shall be communicated by telephone or any other method of communication

by the Player to the Players Association. Written notice of submission shall then be given, within the specified time limits, by the Players Association on behalf of the Player to the designated representative of the Player Relations Committee. Within three days after the notice of submission has been given, the Players Association and the Player Relations Committee shall exchange salary figures. It shall be the responsibility of the Players Association during this three-day period to obtain the salary figure from the Player, and the Player Relations Committee shall have a similar responsibility to obtain the Club's figure.

(b) *Club Submission.* Written notice of submission by the Club shall be communicated to the Player by registered letter mailed between January 29 and February 7 (both inclusive) to the last address the Player has supplied to the Club, with copies to the Players Association and the Player Relations Committee. The submission shall be deemed to be made on the third day following the date of mailing by the Club. Salary figures shall be exchanged by the Players Association and the Player Relations Committee as soon as practicable thereafter.

(4) *Form of Submission.* The Player and the Club shall each submit to the arbitrator and exchange with each other in advance of the hearing single salary figures for the coming season (which need not be figures offered during the prior negotiations). At the hearing, the Player and Club shall deliver to the arbitrator a Uniform Player's Contract executed in duplicate, complete except for the salary figure to be inserted in Paragraph 2. Upon submission of a salary issue to arbitration by either Player or Club, the Player shall be regarded as a signed Player (unless the Player withdraws from arbitration as provided in subparagraph (6) below).

(5) *Timetable and Decision.* Submission may be made at any time between February 1 and February 10. In the event the offer of the Club is reduced on or subsequent to February 10, the Player's right to submit to arbitration shall be reinstated for a period of 7 days. Arbitration hearings shall be held as soon as possible after submission and, to the extent practicable, shall be scheduled to be held before February 20. The arbitrator may render his decision on the day of the hearing, and shall make every effort to render it not later than 24 hours following the close of the hearing. The arbitrator shall be limited to awarding only one or the other of the two figures submitted. There shall be no opinion and no release

of the arbitration award by the arbitrator except to the Club, the Player, the Players Association and the Player Relations Committee. The arbitrator shall insert the figure awarded in paragraph 2 of the duplicate Uniform Player's Contracts delivered to him at the hearing and shall forward both copies to the League office of the Player and Club concerned.

(6) *Withdrawal from Arbitration.* In the event the Club submits the matter to arbitration, the Player may within 7 days after receipt of the Club's salary arbitration figure notify the Club that he does not wish to arbitrate and the matter shall be deemed withdrawn from arbitration. In such event, or in the event that neither the Club nor the Player submit to arbitration, the rights and obligations of the Club and Player shall be unchanged from those which existed prior to the adoption of this salary arbitration procedure. In the event the Club and Player reach agreement on salary before the arbitrator reaches his decision, the matter shall be deemed withdrawn from arbitration.

(7) *Selection of Arbitrator.* The Players Association and the Player Relations Committee shall annually select the arbitrators. In the event they are unable to agree by January 1 in any year, they jointly shall request that the American Arbitration Association furnish them lists of prominent, professional arbitrators convenient to the hearing sites. Upon receipt of such lists, the arbitrators shall be selected by alternately striking names from the lists.

(8) *Location of Hearings.* The hearing sites will be located in Los Angeles, Chicago, New York and such other Major League cities as the parties may agree upon. The hearings shall be held at the site closest to the home city of the Club involved.

(9) *Conduct of Hearings.* The hearings shall be conducted on a private and confidential basis. Each of the parties to a case shall be limited to one hour for initial presentation and one-half hour for rebuttal and summation. The aforesaid time limitations may be extended by the arbitrator in the event of lengthy cross-examination of witnesses, or for other good cause.

(10) *Continuances, Adjournments or Postponements.* There shall be no continuances or adjournments of a hearing, but the commencement of a hearing may be postponed by the arbitrator upon the application of either the Player or Club based upon a showing of substantial cause. Any request for the postponement of a scheduled



hearing shall be made to the arbitrator in writing, with copies to the Players Association and the Player Relations Committee.

(11) *Hearing Costs.* The Player and Club shall divide equally the costs of the hearing, and each shall be responsible for his own expenses and those of his counsel or other representatives; provided, however, that the Club and Player shall divide equally the total of (a) the round trip air fare for one Club representative from the Club's home city to the arbitration site plus (b) the round trip air fare for the Player or one representative from the Player's residence to the arbitration site.

(12) *Criteria.* The criteria will be the quality of the Player's contribution to his Club during the past season (including but not limited to his overall performance, special qualities of leadership and public appeal), the length and consistency of his career contribution, the record of the Player's past compensation, comparative baseball salaries (see subparagraph (13) below for confidential salary data), the existence of any physical or mental defects on the part of the Player, and the recent performance record of the Club including but not limited to its League standing and attendance as an indication of public acceptance (subject to the exclusion stated in (a) below). Any evidence may be submitted which is relevant to the above criteria, and the arbitrator shall assign such weight to the evidence as shall to him appear appropriate under the circumstances. The following items, however, shall be excluded:

- (a) The financial position of the Player and the Club.
  - (b) Press comments, testimonials or similar material bearing on the performance of either the Player or the Club, except that recognized annual Player awards for playing excellence shall not be excluded.
  - (c) Offers made by either Player or Club prior to arbitration.
  - (d) The cost to the parties of their representatives, attorneys, etc.
  - (e) Salaries in other sports or occupations.
- (13) *Confidential Major League Salary Data.* For his own confidential use, as background information, the arbitrator will be given a tabulation showing the minimum salary in the Major Leagues and salaries for the preceding season of all Players on Major League

rosters as of August 31, broken down by years of Major League service. The names and Clubs of the Players concerned will appear on the tabulation. In utilizing the salary tabulation, the arbitrator shall consider the salaries of all comparable Players and not merely the salary of a single Player or group of Players.

## 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.

Each Club shall give written notice to the team's Player Representative and the Players Association, prior to February 1 of each year, of the in-season hotels the Club intends to utilize during the next succeeding season.

On regularly scheduled commercial flights, when first-class accommodations cannot practicably be provided and Players travel in the coach section the Club shall provide three seats for each two Players and first-class meals.

(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.

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

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

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

(2) If, when a Club departs from the home city, 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 1977 championship season, the daily allowance shall be \$25.50. During the 1978 and 1979 championship seasons, the daily allowance shall be a base of \$25.50 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 \$25.50.

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

(a) To determine the allowance figure effective for the 1978 season, the base allowance figure (before any cost of living adjustment) for the 1977 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, 1977 and the denominator of which is the Consumer Price Index for the month of November, 1976.

(b) To determine the allowance figure effective for the 1979 season, the allowance figure for the 1978 season, as adjusted, shall

be multiplied by a fraction, the numerator of which is the Consumer Price Index for November, 1978 and the denominator of which is the Consumer Price Index for the month of November, 1977.

(5) A disabled Player who is not traveling with his Club on the road shall receive:

(a) the full allowance if he is residing at a hotel or motel in the metropolitan area of the Club,

(b) one-half the allowance if he is residing at his in-season residence or permanent residence in the metropolitan area of the Club, which residence is not a hotel or motel, and

(c) no allowance if he is in a hospital or is residing at his permanent residence located outside the metropolitan area of the Club.

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

(1) During the 1977 training season, each Player shall receive a weekly allowance of \$78.00, payable in advance, to cover training camp expenses. In addition, each Player living away from the Club's spring training headquarters shall receive a supplemental weekly allowance of \$14.00. In 1978 and 1979, there shall be added to both allowances a cost of living adjustment to the nearest \$.50, provided, however, that the cost of living adjustment shall not reduce the weekly allowances below \$78.00 and \$14.00, respectively.

(2) A Player living away from the Club's spring training headquarters shall receive the following daily meal allowance (except that Players who make an overnight trip shall receive for the day following the night on the road the daily championship season meal allowance in lieu of the daily allowance provided in this paragraph). No deduction shall be made for lunch or sandwiches served at the ball park. In 1977, the daily allowance shall be \$22.00. In 1978 and 1979, the daily allowance shall be a base of \$22.00 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 \$22.00. Players living at the Club's spring training headquarters also shall receive the daily meal allowance if the Club does not otherwise provide meals. Except where the Club owns its own facilities (such as Los Angeles, Houston and Pittsburgh), no Player

shall be required to sign meal checks or take his meals in lieu of receiving the daily meal allowance.

(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 \$5.00.

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

#### D. Single Rooms On The Road

A Player may elect prior to the commencement of the championship season to have single rooms in the Club's hotels on all road trips. The cost of such rooms shall be paid by the Player except that the Club shall pay a portion of the cost equal to 50% of the Club's usual rate for a double room at the hotels involved. In the event the Player elects to have single rooms, the Club shall arrange to have such rooms made available to him at the Club's usual rate for single rooms at the hotels involved. Nothing herein shall prohibit the Clubs from making or continuing agreements with individual Players which provide more favorable arrangements for such Players.

#### E. All-Star Game

A Player who is a member of his League's All-Star team shall, in addition to being reimbursed in accordance with past practice, be reimbursed by the League for the first-class jet air fare within the continental United States and Canada to and from the site of the All-Star Game for one guest, and for hotel accommodations for a maximum of three days for such guest.

### ARTICLE VII — Moving Allowances

A. If a Player's contract is assigned by a Major League Club to another Major League Club during the championship season, the assignee 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 \$1,200 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:

<u>EASTERN</u>	<u>CENTRAL</u>	<u>WESTERN</u>
Baltimore	Atlanta	California
Boston	Chicago	Los Angeles
Montreal	Cincinnati	Oakland
New York	Cleveland	San Diego
Philadelphia	Detroit	San Francisco
Pittsburgh	Houston	Seattle
Toronto	Kansas City	Texas
	Milwaukee	
	Minnesota	
	St. Louis	

B. A Player may elect, within one year after the date of the assignment of his contract, regardless of when his contract is assigned or whether the assignment is between Major League Clubs or a Major League Club and a Minor League Club, to be reimbursed for (1) the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom and his transportation and that of his immediate family, and (2) all rental payments for living quarters in the city from which he is transferred (and/or spring training location, if applicable), for which he is legally obligated after the date of assignment and for which he is not otherwise reimbursed. Such rental payments shall not include any period beyond the end of a season or prior to the start of spring training. The Club paying reimbursement for rent shall have the use and/or the right to rent such living quarters for the period covered by the rental reimbursement.

In the event a Player is required to report to a Major League Club from a National Association Club in any year on or after September 1, the foregoing paragraph shall not apply.

Reimbursement shall be made by the assignee Club, except, should a Player's Contract be assigned from a Major League Club to a National Association Club, reimbursement shall be made by the assignor Major League Club.

## 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 the unpaid balance of the full salary stipulated in paragraph 2 of his Contract for that season.

### 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%

### C. Guarantee of Pool

(1) To the extent, if any, that the players' pool provides a total of less than \$640,000 for the World Series winner, the amount to be distributed to such winner shall be increased to \$640,000. To the extent, if any, that the players' pool provides a total of less than \$320,000 for the World Series loser, the amount to be distributed to such loser shall be increased to \$320,000.

(2) To the extent, if any, that the players' pool provides a total of less than \$320,000 for both Championship Series losers (\$160,000 each), the amount to be distributed to such losers shall be increased to \$320,000 (\$160,000 each).

(3) To the extent, if any, that the players' pool provides a total of less than \$128,000 for the second place teams in each division, the total amount to be distributed to such second place teams shall be increased to \$128,000.

(4) To the extent, if any, that the players' pool provides a total of less than \$32,000 for the third place teams in each division, the total amount to be distributed to such third place teams shall be increased to \$32,000.

#### D. Reopener

If, during the term of this Agreement, the Clubs raise World Series ticket prices, the Players Association may reopen this Agreement on the issue of Player compensation upon the giving of 10 days' written notice. (See also Attachment 5.)

### 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.
- (ii) The Agreement Re Major League Baseball Players Benefit Plan.
- (iii) The Agreement regarding dues check-off.

Any procedures or remedies available to the Parties for the resolution of disputes arising under said agreements 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.

1.(b) Notwithstanding the definition of "Grievance" set forth in subparagraph (a) above, "Grievance" shall not mean a complaint which involves action taken with respect to a Player or Players by the Commissioner involving the preservation of the integrity of, or the maintenance of public confidence in, the game of baseball. Within 30 days of the date of the action taken, such complaint shall be presented to the Commissioner who promptly shall conduct a hearing in accordance with the Rules of Procedure attached hereto as Appendix A. The Commissioner shall render a written decision as soon as practicable following the conclusion of such hearing. The Commissioner's decision shall constitute full, final and complete disposition of such complaint, and shall have the same effect as a Grievance decision of the Arbitration Panel. In the event a matter filed as a Grievance in accordance with the procedure hereinafter provided in Section B gives rise to issues involving the integrity of, or public confidence in, the game of baseball, the Commissioner may, at any stage of its processing, order that the matter be withdrawn from such procedure and thereafter be processed in accordance with the procedure provided above in this subparagraph (b). The order of the Commissioner withdrawing such matter shall constitute a final determination of the procedure to be followed for the exclusive and complete disposition of such matter, and such order shall have the same effect as a Grievance decision of the Arbitration Panel. (See also Attachment 6.)

The Players Association may reopen this Agreement, with reference solely to Section A 1(b) and Section C of this Article, upon the giving of 10 days' written notice at any time, based upon experience under the aforesaid Sections which, in its opinion, is unsatisfactory. Also, in the event either of the incumbent League Presidents leaves that Office, the Association may reopen this Agreement, with reference solely to Section C of this Article as it affects the role of the League Presidents, upon the giving of 10 days' written notice. (See also Attachment 7.)

1.(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. (See also Attachment 8.)

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. "Grievant" shall mean a party who initiates or appeals a Grievance.

9. "Arbitration Panel" shall mean the tripartite panel of arbitrators empowered to decide Grievances appealed to arbitration. One arbitrator shall be appointed 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, 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.

At any time during the term of this Agreement either of the party arbitrators may terminate the appointment of 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 (within 2 days if disciplinary suspension) 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 (within 2 days if disciplinary suspension) thereafter between representatives of the Player Relations Committee and representatives of the Association in an attempt to settle it. Within 10 days (within 2 days if disciplinary suspension) 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 arbi-

tration. 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 (5 days if disciplinary suspension) 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 (within 5 days if disciplinary suspension) 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, 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 the Section A hereof.

(3) With respect to discipline imposed upon a Player by a League or the Commissioner, the League or the Commissioner shall immediately give to the Players Association notice by mail of fines, and telegraphic notice of suspensions and of an appeal for a hearing.

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

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

**Step 2.** A Grievance, to be considered in Step 2, shall be appealed in writing by the Club or the Player Relations Committee to the Players Association within 15 days following receipt of the Player's written decision. The Grievance shall be discussed within 10 days thereafter between representatives of the Player Relations Committee and representatives of the Players Association in an attempt to settle it. Within 10 days following such discussion, the Players Association shall advise

the Player Relations Committee in writing of its decision. If the decision of the Players Association is not appealed further within 15 days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

Grievances which involve (a) more than one Club, (b) more than one Player, or (c) a Player who is not under contract to a Club which is party to the Grievance, may be filed initially in Step 2, provided that written notice of the Grievance shall be presented to the Association within (a) 30 days from the date of the occurrence upon which the Grievance is based, or (b) 30 days from the date on which the facts of the matter became known or reasonably should have become known to the Club, whichever is later.

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

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

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

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

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



## F. Miscellaneous

- (1) Each of the time limits set forth herein may be extended by mutual agreement of the Parties involved.
- (2) If any Grievance is not processed in accordance with the prescribed time limits in any Step, unless an extension of time has been mutually agreed upon, either Party, after notifying the other Party of its intent in writing, may appeal to the next Step.
- (3) Any decision which is appealable under this Grievance Procedure but which is not appealed within the time allowed or within any time mutually agreed upon by the Parties shall constitute a full, final and complete disposition of the Grievance involved.
- (4) In any discussion or hearing provided for in the Grievance Procedure, a Player may be accompanied by a representative of the Association who may participate in such discussion or hearing and represent the Player. In any such discussion or hearing, any other Party may be accompanied by a representative who may participate in such discussion or hearing and represent such Party.
- (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) A Player who is disciplined shall have the right to discover, in timely fashion, all documents and evidence adduced during any investigation of the charges involved.
- (7) 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. (See also Attachment 9.)
- (8) During the term of this Agreement, the right of a Player to terminate his Uniform Player's Contract pursuant to the provisions of the first sentence of paragraph 7(a) of such contract shall be limited to defaults or failures to perform which are material in nature. Should such a material breach on the part of a Club be alleged, the Club, the Player involved, the Player Relations Committee and the Players Association will cooperate in scheduling

the handling of any Grievance brought with respect to such alleged breach so that such Grievance may be submitted to arbitration on an expedited basis.

## ARTICLE XI — Safety and Health

### A. Safety and Health Advisory Committee

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

- (1) to deal with emergency safety and health problems as they arise, and attempt to find solutions, and
- (2) to engage in review of, planning for and maintenance of safe and healthful working conditions for Players.

### B. Committee Meetings

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

### C. Power and Authority of Committee

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

### D. Other Rights and Remedies

Nothing herein shall diminish or interfere with any other rights and remedies the Players or the Players Association may pursue under the Grievance Procedure of this Agreement or under the procedures established pursuant to the Occupational Safety and Health Act.

## ARTICLE XII — Spring Training Conditions

### A. Reporting

No Player shall be required to report for spring training prior to the earlier of either

(1) March 1 or

(2) Ten days prior to the second Saturday in March; provided, however, that the Clubs may invite pitchers and catchers to report at an earlier date on a voluntary basis.

### B. 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. Any Major League Player with a total of three years or more of Major League service may live away from the Club's spring training headquarters, 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.

### C. Meetings With Players

The Association shall have the right to hold one team meeting during the Players' normal working hours, with the Players on each Club in the Club's spring training clubhouse, provided the Association gives the Club involved as much advance notice as possible, but in no event less than 10 days; such meeting to be approximately 60 minutes but not more than 90 minutes in duration starting with the normal reporting time of Players on each Club but not earlier than 9:30 A.M. No "B" games shall be scheduled to conflict with such meetings.

## ARTICLE XIII — Miscellaneous

### A. No Discrimination

All provisions of this Agreement shall be applied without discrimination.

### B. 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.

### C. Winter League Play

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

### D. College Scholarship Plan

A Major League Player for whom there is in effect on or after January 1, 1973 a valid and unexpired scholarship under the College Scholarship Plan may commence or resume his studies under the Plan at any time within two years after his last day of Major League service. If his college studies have not commenced under the Plan by that date, his scholarship shall terminate. If he has commenced his studies by that date, his scholarship shall continue unless he shall fail to attend college for more than two consecutive years after that date, without proper reason as set forth in Major League Rule 4(j)(7). Participation by a Player in Winter League or Instructional League play shall constitute proper reason for tolling the time limitation in the preceding sentence.

### E. Active Player Limit

The active Player limit of 25 set forth in Major League Rule 2(a) and the practices which have existed thereunder shall be continued during the 1976 season. Effective for 1977, the active Player limit set forth in Major League Rule 2(a) shall be 25 for the period beginning with opening day of the championship season and ending at midnight, August 31; the active Player limit shall be 40 for the period beginning with September 1 and ending with the close of the championship season; and the minimum number of active Players maintained by each Club throughout the championship season shall be 24, provided, however, that if a reduction below 24 occurs as a result of unforeseen circumstances, the Club shall, within 48 hours (plus time necessary for the Player to report), bring its active roster back to a minimum of 24 Players.

### F. Printing Agreements in Spanish

Agreements printed in Spanish shall be made available to Spanish-speaking Players.

### G. Future Expansion

In the event the Clubs propose to expand the number of Major League Clubs beyond 26, notice shall promptly be given to the Association,

and the Association may reopen this Agreement with reference solely to the effect upon the Players of such expansion, upon the giving of 10 days' written notice. (See also Attachment 10.)

#### **ARTICLE XIV — 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.
- (b) The Agreement Re Major League Baseball Players Benefit Plan.
- (c) The Agreement regarding dues check-off.

#### **ARTICLE XV — Rule Changes**

If during the term of this Agreement any Major League rule, Professional Baseball rule or 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 the obligation to negotiate with the Association provided by this Article XV 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 XV, the right of the Clubs to make any rule change whatsoever shall not be impaired or limited in any way, provided that the Clubs shall not make any change which is inconsistent with the provisions of any then existing agreement between the Clubs and the Association.

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

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

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

(1) The contract of a Player with ten or more years of Major League service, the last five of which have been with one Club, shall not be assignable to another Major League Club without the Player's written consent.

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

##### **B. Assignment to National Association Club**

When a Player's contract is assigned from a Major League Club to a National Association Club, the rights and benefits of such Player that do, and do not, follow him to the National Association shall be in accordance with past practices. Additionally, such a Player shall retain the right, if any, to become a free agent, or to require the assignment of his contract, which he possessed under his then current Major League contract (or the renewal thereof, if a contract executed prior to August 9, 1976), as provided in Article XVII hereof, which right shall not be diminished or interfered with as a result of such assignment or the signing by the Player of a National Association contract, provided that such right shall terminate if and when such

Player signs a National Association contract following the time when his free agency rights arise under Article XVII. (See also Attachment 11.)

#### C. Foreign Assignments

The contract of a Player shall not be assigned otherwise than within the United States and Canada, without the Player's written consent, provided, however, that the Player's consent is not necessary if he is a Native of such foreign country.

#### D. Optional Assignments

If a Player is optioned for less than 20 days in one season, as determined by the date of the optional assignment and recall, respectively, it shall not count as an optional transfer in connection with the limitation upon optional assignments provided for in Major League Rule 11(c).

#### E. Waivers

Major League waiver requests on any one Player shall not be withdrawn by the same Club more than once in the period beginning November 11 in one calendar year and ending November 10 in the following calendar year. When waivers are asked for a second time on a Player whose contract has been claimed previously in one of the periods referred to above, the waiver request shall state that this is the second request by the asking Club and is irrevocable.

Each Friday, not later than 3 P.M. E. D. T., the Leagues shall notify the Association of all waiver requests and their disposition. Notification shall include:

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

and the Club requesting waivers has withdrawn its request, the Leagues need not identify the claiming Club or Clubs.

#### F. Designated Player

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

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

#### G. Interleague Trading

An additional interleague trading period will be provided under Major League Rule 10(a) during which a Major League Club may assign a Player's contract to a Club of the other League, without waivers, in the period starting 12:01 A.M., Pacific Coast Time, February 15 and ending at midnight, March 15, Pacific Coast Time.

#### H. Unconditional Release

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

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

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

A telegraph notice of termination shall be effective on the date it is filed with Western Union if filed by 6:00 P.M. local time or the next day if filed after 6:00 P.M., and telephone notice shall be effective immediately upon communication with the Player.

## ARTICLE XVII — Reserve System

### A. Reservation Rights of Clubs

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

- (1) The Player becomes a free agent, as set forth in this Article;
- (2) The Player becomes a free agent as a result of
  - (a) termination of the contract by the Club pursuant to paragraph 7(b) thereof,
  - (b) termination of the contract by the Player pursuant to paragraph 7(a) thereof,
  - (c) failure by the Club to tender to the Player a new contract within the time period specified in paragraph 10(a) of the contract, or
  - (d) failure by the Club to exercise its right to renew the contract within the time period specified in paragraph 10(a) thereof;
- (3) The contract is assigned outright by the Club.

A Club may also reserve, under separate headings on a Reserve List, Players who properly have been placed on the Voluntarily Retired List, the Military List, the Suspended List, the Restricted List, the Disqualified List or the Ineligible List. (See also Attachments 12, 13 and 14.)

### B. Free Agency

(1) *Player Contracts Executed Prior to August 9, 1976.* Following completion of the term of the contract as set forth therein, the Club may renew the contract, as specified pursuant to paragraph 10(a) thereof, for one additional year. The Player, unless he has executed a contract for the next succeeding season, shall become a free agent on the day following the last game played by the Club (in the championship season, or in the League Championship Series or the World Series if the Club participates in such Series) in the renewal year, subject to the provisions of Section C below.

(2) *Player Contracts Executed On or After August 9, 1976.* Following completion of the term of the contract as set forth therein, any Player with 6 or more years of Major League service who has not executed a contract for the next succeeding season shall become a free agent, subject to the provisions of Section C below, by giving notice as hereinafter provided within the 15 day period beginning on October 15 (or the day following the last game of the World Series, whichever is later). Election of free agency shall be communicated by telephone or any other method of communication by the Player to the Players Association. Written notice of free agency shall then be given within the specified time limits by the Players Association, on behalf of the Player, to a designated representative of the Player Relations Committee, and shall become effective upon receipt.

### C. Reentry Procedure

The procedure set forth in this Section C shall apply to Players who become free agents pursuant to Section B above. Players who otherwise become free agents under this Agreement shall be eligible to negotiate and contract with any Club without any restrictions or qualifications, shall be deemed not to have exercised rights of free agency for purposes of Section E of this Article XVII, and the Clubs signing such free agents shall do so without regard to the quota and compensation provisions of this Article.

#### (1) *Negotiation Rights Selection Procedure*

(a) A Selection Meeting of the Major League Clubs shall be convened by the Commissioner during the period between November 1 and November 15 of each year for the Clubs to select rights to negotiate and contract with free agent Players. Such Players shall be listed on an "Eligible List" certified by the League Presidents and the Players Association. Selections shall be made from the Eligible List.

(b) At the Selection Meeting, Clubs shall select in inverse order of their standing in the championship season just concluded. Percentage of games won and lost shall determine the order within each League without respect to Divisions. If two or more Clubs within a League have the same percentage, the order of selection among such Clubs shall be determined by lot. In 1976, the League drafting first shall be determined by lot and Leagues shall alter-

nate choices thereafter. In succeeding years, the League which selected second in the previous year shall select first.

(c) Each of the 24 (26 beginning in 1977) participating Major League Clubs may make one selection in each round. As the proceedings advance, round by round, each Player may be selected by a maximum of 12 Clubs (13 beginning in 1977), not counting the Player's former Club which need not select such a Player. The selections will continue until each eligible Player has been selected by 12 Clubs (13 beginning in 1977) or until each Club has indicated that it desires to make no further selections. At the conclusion of the selections, the former Club of each Player will be asked to indicate whether it wishes to have negotiation rights with respect to that Player, and, if it does desire to have such rights, it will then be added to the list of Clubs eligible to negotiate and contract with that Player.

(d) If less than 2 Clubs select negotiation rights to a particular Player, the Player immediately will be free to negotiate and contract with any Major League Club, without restrictions or qualifications applicable to either the Player or the Club, in the same manner as a Player who becomes a free agent other than by virtue of Section B above.

(e) Any Player who, under these procedures, is unsigned on February 15 may elect, within 7 days after that date, to resubmit himself to a new drawing of lots by the Clubs for the selection of negotiating rights with him. The new drawing shall be held within 3 days after communication of the Player's election. Negotiating rights shall be granted to 4 Clubs determined by lot from Clubs which indicate at the time of the drawing that they are interested in signing such Player. The Player's former Club shall not be eligible to acquire negotiating rights pursuant to this paragraph. Of the 4 Clubs so determined, 2 shall be from each League, except, in the event less than 2 Clubs from one League indicate interest, more than 2 Clubs may be determined from the other League in order that a total of 4 Clubs are determined. If a Player elects to invoke the optional procedure provided for in this paragraph, all prior negotiation rights shall be cancelled and only the 4 Clubs drawn by lot would then have negotiation rights with the Player. Any such Club may sign the Player without regard to the quota provisions of this Article. If less than 2 Clubs select negotiation

rights to a particular Player under this optional procedure, paragraph (d) above shall apply.

## (2) Contracting With Free Agents

(a) Regardless of the number of Players for whom they have drafted negotiation rights, Clubs shall be limited in the number they may subsequently sign to contracts. The number of signings permitted shall be related to the number of Players on the Eligible List. If there are 14 or less players on the Eligible List no Club may sign more than one Player. If there are from 15 to 38 Players on the Eligible List, no Club may sign more than 2 Players. If there are from 39 to 62 Players on the Eligible List, no Club may sign more than 3 Players. If there are more than 62 Players on the Eligible List, the Club quotas shall be increased accordingly.

(b) Irrespective of the provisions of paragraph (a) above, a Club shall be eligible to sign at least as many Players as it may have lost through Players having become free agents at the close of the season just concluded, under the provisions of Section B of this Article.

(c) No Player shall be prevented from negotiating with (and potentially signing with) at least 6 Clubs, or if less than 6 Clubs have selected negotiation rights with him, then the number of Clubs that have selected negotiation rights with him. Should the signing of other Players to contracts reduce the number of Clubs (excluding the Player's former Club) eligible to sign a particular Player below 6 (or below the number of Clubs drafting him if less than 6), then the Commissioner shall make an additional Club(s) eligible to sign such Player. The additional Club(s) shall be determined by lot from Clubs (excluding the Player's former Club) which

(1) originally drafted negotiation rights with the Player but became ineligible to sign the Player because of exhausting the limit of Player signings permitted under paragraphs (a) and (b) above, and

(2) indicate at the time of drawing of lots that they continue to be interested in signing such Player.

If the above procedure fails to restore the number of Clubs eligible to sign the Player to 6 (or the number of Clubs drafting him if less than 6), then the additional Clubs shall be determined by

lot from all the remaining Clubs (excluding the Player's former Club) which, at the time of drawing, indicate interest in signing the Player, in order to so restore the number of Clubs. This procedure shall be followed and implemented on a weekly basis (and on a more frequent basis after January 1 of each year) to restore to the Player the minimum number of Clubs required to be available to negotiate (and potentially sign a contract) with him.

(d) When a Player and one of the Clubs which has selected negotiation rights to him reach agreement on terms, the Club will immediately notify its League Office of that fact together with a summary of the terms to which the Player has agreed. The Players Association will then be advised by the League Office of these facts and will promptly seek confirmation of them by the Player. Upon obtaining such confirmation, the Players Association shall notify the League Office, and all other Clubs holding negotiation rights to that Player shall be advised that the Player has come to terms and is no longer a free agent.

(e) A Club which signs a contract with a Player who became a free agent pursuant to Section B(1) of this Article, shall not compensate the Player's former Club. A Club which signs a contract with a Player who became a free agent pursuant to Section B(2) of this Article, shall, except as provided in Section C(1)(d) above, and the last sentence of Section C(1)(e) above, compensate the Player's former Club by assigning to it a draft choice in the Regular Phase of the next June Major League Rule 4 Amateur Player Draft. If the signing Club is among the first half of selecting Clubs, then the choice to be assigned for the most preferred free agent Player signed by such Club shall be its second choice, with choices in the next following rounds to be assigned as compensation for the signing of other Players in descending order of preference. If the signing Club is among the second half of selecting Clubs, then such compensation shall begin with the Club's first choice. In determining the order of preference among Players for this purpose, the Player selected by more Clubs will rank higher and, if the number of selecting Clubs is the same, the Player first selected by that number of Clubs will rank higher.

### (3) *Conduct of Free Agents and Clubs Prior To Selection Meeting*

(a) During the period beginning on the day the Player becomes a free agent and ending 3 days before the Negotiation

Rights Selection Meeting, any Club representative and any free agent or his representative may talk with each other and discuss the merits of the free agent contracting, when eligible therefor, with the Club, *provided, however*, that the Club and the free agent shall not negotiate terms or contract with each other. Notwithstanding the foregoing, the free agent and his previous Club may engage in negotiations and enter into a contract during said period. Should they enter into a contract during said period, the free agent shall be deemed not to have exercised his rights of free agency for purposes of Section E of this Article XVII, and the Club shall be deemed not to have signed a free agent for purposes of the quota provisions of this Article.

(b) During the period beginning 3 days before the Negotiation Rights Selection Meeting and ending with the conclusion of the Selection Meeting, free agents and Clubs may continue discussion as set forth in paragraph (a) above, but no terms shall be negotiated and no contracts shall be entered into.

### (4) *Miscellaneous*

(a) Any Club selecting negotiation rights to and signing a contract with a Player under this Section C may not assign his contract until after the next June 15. However, notwithstanding the foregoing, such contract may be assigned for other Player contracts and/or cash consideration of \$50,000 or less prior to the next June 16 if the Player gives written consent to such transaction.

(b) If a maximum number of Clubs select negotiating rights for a player who has become a free agent pursuant to Section B and, subsequent to the Selection Meeting, the Player does not contract with a Major League Club but does contract with a National Association Club, such Player shall not be eligible for assignment to or to contract with a Major League Club until he has been subject to the draft of National Association players, as provided for in Major League Rule 5, following the next playing season.\* If the Player is not selected in such draft, a special Selection Meeting will be held for him during the first week of the next January pursuant to the procedures set forth in Section C.

\* If less than a maximum number of Clubs have selected negotiating rights for a Player, the foregoing restriction on eligibility shall not apply, provided, however, that such Player shall not be eligible for assignment to or to contract with any Major League Club which has filled its quota for the signing of free agents until he has been subject to the Major League Rule 5 draft.

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

#### D. Right to Require Assignment of Contract

(1) *Eligibility.* Any Player who signed a contract on or after August 9, 1976, and has 5 or more years of Major League service, may elect, at the conclusion of a season, to require that his contract be assigned to another Club. A Player who requires the assignment of his contract pursuant to this Section D shall not be entitled to receive a Moving Allowance. A Player shall not be eligible to require the assignment of his contract if his contract covers the next succeeding season, provided, however, that if his contract has been assigned by the Club which originally executed it, the Player shall be eligible to require the assignment of his contract notwithstanding the fact that it covers the next succeeding season. (See also Attachment 15.)

#### (2) Procedure.

(a) *Notice.* A Player may exercise his right to require the assignment of his contract by giving notice as hereinafter provided within the 15 day period beginning on October 15 (or the day following the last game of the World Series, whichever is later). Election to require the assignment of his contract shall be communicated by telephone or any other method of communication by the Player to the Players Association. Written notice thereof shall then be given within the specified time limits by the Players Association, on behalf of the Player, to a designated representative of the Player Relations Committee, and shall become effective upon receipt.

(b) *Player Veto Rights.* At the time notice is given as provided in paragraph (a) above, the Player may also designate not more than 6 Clubs which he will not accept as assignee of his contract, and the Player's Club shall be bound to assign his contract thereafter to a Club not on such list.

(c) *Free Agency if Assignment Not Made.* If the Player's Club fails to assign his contract, as set forth in this Section D, on or before March 15, the Player shall become a free agent imme-

diately eligible to negotiate and contract with any Club without any restrictions or qualifications. The Player shall be deemed not to have exercised his right of free agency or his right to demand a trade, for purposes of Section E of this Article XVII, and the Club signing him shall do so without regard to the quota and compensation provisions of this Article. A Player who becomes a free agent pursuant to this paragraph shall not be entitled to receive termination pay. Such a free agent shall receive transportation and travel expenses in the same manner as he would if he had been unconditionally released except he shall be limited to receiving travel expenses to his new club if he reports to it directly, provided such expenses are less than to his home city.

(3) *Retraction by Player.* A Player who has elected to exercise his right to require an assignment of his contract may retract such election on or before March 15, by sending a telegram to his Club, provided that such telegram must be sent prior to the time a telegram is sent to him by his Club notifying him that his contract has been assigned. If such a Player has 10 or more years of Major League service, the last 5 of which have been with one Club, he shall, upon such retraction, be deemed to relinquish his right to approve any assignment of his contract to another Major League Club which is completed within 60 days after such retraction or until March 15, whichever is later. A Player who retracts his election shall be deemed not to have exercised his right to require an assignment for purposes of Section E of this Article XVII.

#### E. Repeater Rights

(1) *Free Agency.* Any Player who becomes a free agent pursuant to Section B of this Article or whose contract was assigned as a result of a trade required pursuant to Section D of this Article shall not subsequently be eligible to exercise his right to become a free agent until he has completed an additional 5 years of Major League service.

(2) *Trade Demand.* Any Player who became a free agent pursuant to Section B of this Article or whose contract was assigned as a result of a trade required pursuant to Section D of this Article shall not subsequently be eligible to exercise his right to require the assignment of his contract until he has completed an additional 3 years of Major League service.



## F. Outright Assignment to National Association Club

(1) *Election of Free Agency.* Any Player who has at least 3 years of Major League service and whose contract is assigned outright to a National Association Club may elect, in lieu of accepting such assignment, to become a free agent. A Player who becomes a free agent under this Section F shall immediately be eligible to negotiate and contract with any Club without any restrictions or qualifications. Such Player shall not be entitled to receive termination pay. Such a free agent shall receive transportation and travel expenses in the same manner as he would if he had been unconditionally released except he shall be limited to receiving travel expenses to his new club if he reports to it directly, provided such expenses are less than to his home city.

(2) *Procedure.* Not earlier than 4 days\* prior to the contemplated date of an outright assignment, the Club shall give written notice to the Player, with a copy to the Players Association, which shall advise the Player that he may either (a) accept the assignment or (b) elect to become a free agent. The Player shall also be informed in the notice that, within 3 days\* after the date of the notice, he must advise the Club in writing as to his decision. If the Club fails to give written notice, as set forth herein, to the Player prior to the date of such assignment, the Player may, at any time, elect to become a free agent pursuant to this Section F, provided, however, that if the Club subsequently gives such written notice to the Player, he shall, within 3 days\* thereafter, advise the Club in writing as to his decision.

## G. Individual Nature of Rights

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

## ARTICLE XVIII — 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.

\* 10 days, if during the period from the close of the championship season to the opening of spring training.

## ARTICLE XIX — Term

This Agreement shall terminate on December 31, 1979.

## ARTICLE XX — 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 pursuant to the reopener provisions of this Agreement or under the terms of the following agreements:

- (a) The Major League Baseball Players Benefit Plan.
- (b) The Agreement Re Major League Baseball Players Benefit Plan.
- (c) The Agreement regarding dues check-off.

All rights to bargain with one another concerning any subject whatsoever regarding Players for the duration of this Agreement are expressly waived by the Parties, except to the extent permitted in said Agreements and in the reopener provisions of this Agreement. Should this Agreement be reopened pursuant to the provisions hereof, each of the Parties shall have the right to take concerted action in support of its position.

It is further agreed by the Parties that during the term of this Agreement they will use their best efforts to ensure that all terms and conditions of all Uniform Player's Contracts signed by individual Players will be carried out in full.

## ARTICLE XXI — Execution of this Agreement

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

This Agreement is executed by the undersigned acting solely in their respective representative capacities and not in their individual capacities.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names as of the day and year first above written.

ATLANTA NATIONAL LEAGUE  
BASEBALL CLUB, INC.  
CHICAGO NATIONAL LEAGUE  
BALL CLUB, (INC.)  
CINCINNATI REDS, INC.  
HOUSTON SPORTS ASSOCIATION,  
INC.  
LOS ANGELES DODGERS, INC.  
METROPOLITAN BASEBALL CLUB,  
INC.  
MONTREAL EXPOS BASEBALL  
CLUB, LTD.  
THE PHILADELPHIA NATIONAL  
LEAGUE CLUB  
PITTSBURGH ATHLETIC COMPANY,  
INC.  
SAN DIEGO NATIONAL LEAGUE  
BASEBALL CLUB, INC.  
SAN FRANCISCO BASEBALL CLUB  
ST. LOUIS NATIONAL BASEBALL  
CLUB, INC.

By Charles S. Feeney, Agent

BALTIMORE BASEBALL CLUB, INC.  
BOSTON RED SOX TRUST  
CHICAGO WHITE SOX BASEBALL  
CLUB, INC.  
CLEVELAND INDIANS COMPANY  
JOHN E. FEIZER, INC.  
GOLDEN WEST BASEBALL  
COMPANY  
KANSAS CITY ROYALS BASEBALL  
CORP.  
MILWAUKEE BREWERS BASEBALL  
CLUB  
MINNESOTA TWINS, INC.  
NEW YORK YANKEES  
OAKLAND ATHLETICS, DIVISION OF  
CHARLES O. FINLEY & CO., INC.  
SEATTLE BASEBALL CLUB  
THE TEXAS RANGERS, LTD.  
TORONTO BLUE JAYS BASEBALL  
CLUB

By Leland S. MacPhail, Jr., Agent

Parties of the First Part

## MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION

Robert S. Bailey  
James L. Barr  
Robert R. Boone  
Louis C. Brock  
Steven L. Busby  
Michael T. Buskey  
Joseph H. Coleman  
Russell E. Dent  
Dock P. Ellis, Jr.  
Andrew A. Etchebarren  
J. Michael Hegan  
Joseph W. Hoerner  
Thomas E. John  
William F. Lee III  
Michael G. Marshall  
Jonathan T. Matlack  
Jerry Reuss  
Brooks C. Robinson, Jr.  
Stephen D. Rogers  
G. Thomas Seaver  
William R. Singer  
Daniel J. Staub  
Brent T. Strom  
James R. Todd, Jr.  
Joseph T. Torre  
Robert J. Watson

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

Party of the Second Part

## ATTACHMENTS

### ATTACHMENT 1

The Parties recognize that the provisions of the Agreement concerning player control establish a new dimension in their collectively bargained relationship and, therefore, to a degree must be regarded as experimental. Each of the Parties understands and accepts that there is limited experience to guide them in what is now being agreed to and that based on the operation of the new system either of them may find it necessary to pursue in the course of future collective bargaining contract provisions different from what they are accepting in this Agreement.

### ATTACHMENT 2

A season will not be scheduled over a period of less than 178 days, nor more than 183 days.

With respect to a season any Player who does not accrue one full year credited Major League service shall receive (1) one day of credited Major League service if he is on an opening day roster of a Major League Club and (2) one day of credited Major League service if he is on a Major League Club's roster the last day of the season provided, however, no Player shall accrue more than one year of credited Major League service for a season.

### ATTACHMENT 3

This will set forth the understanding of the parties regarding Article V, Section B, of the Basic Agreement:

(1) The term "salary" shall include any salary amounts which were not paid to a Player for the season by reason of any fine or suspension which may have been imposed on the Player, or by reason of any other deduction from salary;

(2) In tendering a contract to a Player pursuant to paragraph 10(a) of the Uniform Player's Contract, no Major League Club shall offer a salary which constitutes a reduction in excess of 20% of the Player's previous year's salary or in excess of 30% of his salary two years previous.

#### ATTACHMENT 4

Article V E(2) provides that upon request of a Player with six (6) or more years of Major League service, his Club shall, on or before October 15, notify him in writing as to the Club's position regarding salary arbitration should the Player's contract for the next season not be agreed upon by February 1.

It is agreed that the Club's position regarding salary arbitration may be that it (1) consents, (2) does not consent, or (3) is undetermined at the present time.

#### ATTACHMENT 5

Article IX D provides that if the Clubs raise World Series ticket prices the Players Association may reopen the Agreement on the issue of Player compensation.

It is agreed that the rescaling of existing seating patterns without increasing the price of any ticket category shall not constitute an increase in World Series ticket prices for purposes of Article IX D and shall not be a basis for reopening the Basic Agreement.

#### ATTACHMENT 6

Mr. Marvin J. Miller  
Executive Director  
Major League Baseball  
Players Association  
375 Park Avenue  
New York, N. Y. 10022

July 12, 1976

Dear Mr. Miller:

I understand that the Players Association has expressed concern that the Commissioner might take some action pursuant to Section A 1(b) of the Grievance Procedure Article of the Basic Agreement which could negate rights of Players under the new Basic Agreement. While I have difficulty seeing that this is a real problem, I am quite willing to assure the Association that the Commissioner will take no such action.

Bowie K. Kuhn  
Commissioner of Baseball

AGREED TO:

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

Leland S. MacPail, President  
The American League of  
Professional Baseball Clubs

#### ATTACHMENT 7

Article X, Section A (Definitions), paragraph 1(b) of the effective Basic Agreement provides in pertinent part that

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

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

#### ATTACHMENT 8

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

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

#### ATTACHMENT 9

The term "make whole" means:

- A. If a fine is found to have been imposed improperly, the fine will be promptly repaid.
- B. Any salary loss as a result of an improper suspension will be promptly paid.
- C. In the application of items A and B above, interest will also be paid at the applicable legal rate per annum.
- D. There shall be no loss of accredited Major League days of service as a result of an improper suspension.
- E. In the event of an improper suspension, no deduction shall be made by the Club in reporting credited service for purposes of the Benefit Plan.

## ATTACHMENT 10

This will set forth the understanding of the parties regarding Article XIII, Section G, of the Basic Agreement:

The following are points relating to expansion of the National League during the term of the 1976-1979 Basic Agreement as to which there need be no bargaining but about which the Association shall be consulted and kept informed.

This understanding is based on the assumption that the National League, if it expands, will expand by not more than two clubs to be located in the contiguous 48 states of the United States or in Canada.

1. The National League may assign player contracts to the expansion clubs as part of the expansion plan, but in so doing the National League clubs must follow all applicable provisions of the Basic Agreement, the Major League Rules, and the Uniform Players Contract, including specifically but without limitation the rules limiting the assignment of player contracts and the rules relating to payment of moving expenses and allowances incident thereto.

2. The format as set forth in the 1977 expansion plan of the American League insofar as it affects players may be used with appropriate changes in dates to reflect expansion in 1978 or a subsequent year, it being understood that the number of players reserved by existing clubs and the number to be selected by expansion clubs may vary from the 1977 plan.

3. The price to be paid by the expansion clubs for the assignment of player contracts shall be as fixed solely by the National League.

## ATTACHMENT 11

This will set forth the understanding of the parties regarding the application of Article XVI, Section B of the Basic Agreement to the following facts:

1. A Player has a Major League Contract executed prior to August 9, 1976, under which the Club has the right, following the last year covered by the Contract, to renew the Contract for one additional year; and

2. Prior to the time period specified for renewing the Player's Major League Contract, the Contract is assigned outright to a National Association Club.

Regardless of any procedure followed by the National Association Club, the Player's Major League Contract will be deemed to have been renewed for the renewal year and, notwithstanding the fact that the Player may sign a National Association Contract for said year, the Player shall become a free agent (subject to the Reentry Procedures of Article XVII) on the day following the close of the Major League championship season of the renewal year. If, during said renewal year, the Player's National Association Contract is assigned to a Major League Club, the aforesaid Major League Contract shall also be deemed to have been assigned, and the Player, provided he does not sign a new Major League Contract, may play in the Major Leagues pursuant to the "renewed" Major League Contract. If, however, the Player signs a new Major League Contract under the aforesaid circumstances, his free agency rights under the "renewed" Contract shall be terminated.

## ATTACHMENT 12

This will set forth the understanding of the parties regarding the last paragraph of Article XVII, Section A, of the Basic Agreement and, specifically, the exercise of free agency rights by Players on Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists:

1. A Player who properly has been placed on a Restricted List for either failing to report to his Club or failing to contract with it, or who properly has been placed on a Disqualified List for failure to render his services to his Club, shall be eligible to become a free agent as provided in Article XVII, if otherwise qualified as set forth therein. Upon becoming a free agent, such Player shall automatically be removed from the Restricted or Disqualified List and reinstated to active status.

2. A Player who properly has been placed on a Disqualified List for a reason other than that stated in paragraph 1 above, or who properly has been placed on a Suspended, Ineligible, Voluntarily Retired or Military List, shall also be eligible to become a free agent as provided in Article XVII, but he shall not be eligible to participate in the Reentry Procedure or sign or play with a new Club until removed from such List and reinstated to active status. As soon as practicable following the Player's removal from such List, a special Selection Meeting shall be held with regard to him in conformity with the procedure set forth in Section C of Article XVII.

## ATTACHMENT 13

This will set forth the understanding of the parties regarding Article XVII, Section A, of the Basic Agreement and, specifically, the obligations of Clubs to tender Contracts to and renew Major League Contracts of Players on Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists:

1. The Clubs' obligations to tender and renew Contracts, as set forth in paragraph 10(a) of the Uniform Player's Contract, shall apply with regard to any Player who, at the applicable time, is on a Restricted List for either failing to report to his Club or failing to contract with it, or is on a Disqualified List for failure to render his services to his Club. Should a Club fail to so tender or renew a Contract, the Player shall become a free agent without any restrictions or qualifications, and he automatically shall be removed from the Restricted or Disqualified List.

2. With regard to any Player who is on a Disqualified List for a reason other than that stated in paragraph 1 above, or is on a Suspended, Ineligible, Voluntarily Retired or Military List, the Clubs shall not be obligated to tender or renew a Contract until the Player is removed from such List and reinstated to active status. If a Player is removed from such List during a period beginning on December 10 and extending through the next championship season, the Club shall tender a Contract to him within 10 days following such removal. Thereafter, should the Club and the Player fail to agree upon the terms of a new Contract within 10 days after the Player's receipt of the tendered Contract, the Club shall be obligated, within the next 5 days, to renew the Player's prior Major League Contract, provided, however, that if the tender is made during the period beginning on December 10 and ending on the next March 1, the renewal period shall be as set forth in paragraph 10(a) of the Uniform Player's Contract. Should a Club fail to tender or renew a Contract as provided in this paragraph, the Player shall become a free agent without any restrictions or qualifications.

#### ATTACHMENT 14

This will set forth the understanding of the parties regarding Article XVII, Section A, of the Basic Agreement:

With respect to a National Association Player with no existing Major League Contract, whose National Association Contract has been assigned to a Major League Club, it is understood that the placing of such a Player on the Major League Club's Active Reserve List (40-man Roster) and the tendering to such a Player of a Major League Contract without the necessity of renewing the National Association Contract will provide the Major League Club with reservation rights to such a Player. Thus such a Player will not become a free agent under Article XVII, Section A 2(c), which provides that a Player will become a free agent if his Club fails to exercise its contract renewal rights, there being no prior Major League Contract to renew.

#### ATTACHMENT 15

Article XVII D(1) provides that a Player shall not be eligible to require assignment of his contract if his contract covers the next succeeding season, provided, however, that if his contract has been assigned by the Club which originally executed it the Player shall be eligible to require assignment of his contract notwithstanding the fact that it covers the next succeeding season.

It is agreed that if a Player contract is assigned by the Club which originally executed it and the Player subsequently signs a contract with the assignee Club, the Player shall not be eligible to require that Club to assign his contract if the contract executed with the assignee Club covers the next succeeding season.

#### SCHEDULE A

#### UNIFORM PLAYER'S CONTRACT

#### THE NATIONAL LEAGUE OF PROFESSIONAL BASEBALL CLUBS

#### Parties

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

#### Recital

The Club is a member of The National League of Professional Baseball Clubs, a voluntary association of 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.

#### Agreement

In consideration of the facts above recited and of the promises of each to the other, the parties agree as follows:

#### Employment

1. The Club hereby employs the Player to render, and the Player agrees to render, skilled services as a baseball player during the year(s) 19\_\_\_\_ 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 except as

the schedule of payments may be modified by a special covenant. Payment shall be made on the day the amount becomes due, regardless of whether the Club is "home" or "abroad". If a monthly rate of payment is stipulated above, it shall begin with the commencement of the 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 \$19,000 per year for the 1976 and 1977 playing seasons and \$21,000 per year for the 1978 and 1979 playing seasons.

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**

3.(b) In addition to his services in connection with the actual playing of baseball, the Player agrees to cooperate with the Club and participate in any and all reasonable promotional activities of the Club and 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 reasonable requirements of the Club respecting conduct and service of its team and its players, at all times whether on or off the field.

#### **Pictures and Public Appearances**

3.(c) The Player agrees that his picture may be taken for still photographs, motion pictures or television at such times as the Club may designate and agrees that all rights in such pictures shall belong to the Club and may be used by the Club for publicity purposes in any manner it desires. The Player further agrees that during the playing season he will not make public appearances, participate in radio or television programs or permit his picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the written consent of the Club, which shall not be withheld except in the reasonable interests of the Club or professional baseball.

#### **PLAYER REPRESENTATIONS**

##### **Ability**

4.(a) The Player represents and agrees that he has exceptional and unique skill and ability as a baseball player; that his services to be rendered hereunder are of a special, unusual and extraordinary character which gives them peculiar value which cannot be reasonably or adequately compensated for in damages at law, and that the Player's breach of this contract will cause the Club great and irreparable injury and damage. The Player agrees that, in addition to other remedies, the Club shall be entitled to injunctive and other equitable relief to prevent a breach of this contract by the Player, including, among others, the right to enjoin the Player from playing baseball for any other person or organization during the term of his contract.

##### **Condition**

4.(b) The Player represents that he has no physical or mental defects known to him and unknown to the appropriate representative of the Club which would prevent or impair performance of his services.

##### **Interest in Club**

4.(c) The Player represents that he does not, directly or indirectly, own stock or have any financial interest in the ownership or earnings

of any Major League Club, except as hereinafter expressly set forth, and covenants that he will not hereafter, while connected with any Major League Club, acquire or hold any such stock or interest except in accordance with Major League Rule 20(e).

#### **Service**

5.(a) The Player agrees that, while under contract, and prior to expiration of the Club's right to renew this contract, he will not play baseball otherwise than for the Club, except that the Player may participate in post-season games under the conditions prescribed in the Major League Rules. Major League Rule 18(b) is set forth herein.

#### **Other Sports**

5.(b) The Player and the Club recognize and agree that the Player's participation in certain other sports may impair or destroy his ability and skill as a baseball player. Accordingly, the Player agrees that he will not engage in professional boxing or wrestling; and that, except with the written consent of the Club, he will not engage in skiing, auto racing, motorcycle racing, sky diving, or in any game or exhibition of football, soccer, professional league basketball, ice hockey or other sport involving a substantial risk of personal injury.

#### **Assignment**

6.(a) The Player agrees that 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. The Club and the Player may, without obtaining special approval, agree by special covenant to limit or eliminate the right of the Club to assign this contract.

#### **No Salary Reduction**

6.(b) The amount stated in paragraph 2 and in special covenants hereof which is payable to the Player for the period stated in paragraph 1 hereof shall not be diminished by any such assignment, except for failure to report as provided in the next subparagraph (c).

#### **Reporting**

6.(c) The Player shall report to the assignee Club promptly (as provided in the Regulation) 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.

#### **Obligations of Assignor and Assignee Clubs**

6.(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 Allowances**

6.(e) The Player shall be entitled to moving allowances under the circumstances and in the amounts set forth in Article VII of the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association, effective January 1, 1976.

#### **"Club"**

6.(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

### By Player

7.(a) The Player may terminate this contract, upon written notice to the Club, if the Club shall default in the payments to the Player provided for in paragraph 2 hereof or shall fail to perform any other obligation agreed to be performed by the Club hereunder and if the Club shall fail to remedy such default within ten (10) days after the receipt by the Club of written notice of such default. The Player may also terminate this contract as provided in subparagraph (d)(4) of this paragraph 7.

### By Club

7.(b) The Club may terminate this contract upon written notice to the Player (but only after requesting and obtaining waivers of this contract from all other Major League Clubs) if the Player shall at any time:

(1) fail, refuse or neglect to conform his personal conduct to the standards of good citizenship and good sportsmanship or to keep himself in first-class physical condition or to obey the Club's training rules; or

(2) fail, in the opinion of the Club's management, to exhibit sufficient skill or competitive ability to qualify or continue as a member of the Club's team; or

(3) fail, refuse or neglect to render his services hereunder or in any other manner materially breach this contract.

7.(c) If this contract is terminated by the Club, the Player shall be entitled to termination pay under the circumstances and in the amounts set forth in Article VIII of the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association, effective January 1, 1976. In addition, the Player shall be entitled to receive an amount equal to the reasonable traveling expenses of the Player, including first-class jet air fare and meals en route, to his home city.

### Procedure

7.(d) If the Club proposes to terminate this contract in accordance with subparagraph (b) of this paragraph 7, the procedure shall be as follows:

(1) The Club shall request waivers from all other Major League Clubs. Such waivers shall be good for 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 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.

7.(e) Upon any termination of this contract by the Player, all obligations of both Parties hereunder shall cease on the date of termination, except the obligation of the Club to pay the Player's compensation to said date.

## Regulations

8. The Player accepts as part of this contract the Regulations set forth herein.

## Rules

9.(a) The Club and the Player agree to accept, abide by and comply with all provisions of the Major League 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 contract or the provisions of any then existing agreement between the Major League Clubs and the Major League Baseball Players Association.

#### **Disputes**

9.(b) All disputes between the Player and the Club which are covered by the Grievance Procedure as set forth in the Basic Agreement, effective January 1, 1976, shall be resolved in accordance with such Grievance Procedure.

#### **Publication**

9.(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) Unless the Player has exercised his right to become a free agent as set forth in the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association, effective January 1, 1976, the Club may, on or before December 20 (or if a Sunday, then the next preceding business day) in the year of the last playing season covered by this contract, tender to the Player a contract for the term of the next 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 December 20, 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 as specified in Article V, Section B, of the Basic Agreement. Subject to the Player's rights as set forth in the Basic Agreement, effective January 1, 1976, the Club may renew this contract from year to year.

10.(b) The Club's right to renew this contract, as provided in subparagraph (a) of this paragraph 10, and the promise of the Player not to play otherwise than with the Club have been taken into consideration in determining the amount payable under paragraph 2 hereof.

#### **Governmental Regulation — National Emergency**

11. This contract is subject to federal or state legislation, regulations, executive or other official orders or other governmental action, now or hereafter in effect respecting military, naval, air or other governmental service, which may directly or indirectly affect the Player, Club or the League and subject also to the right of the Commissioner to suspend the operation of this contract during any national emergency during which Major League Baseball is not played.

#### **Commissioner**

12. The term "Commissioner" wherever used in this contract shall be deemed to mean the Commissioner designated under the Major League 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, the Basic Agreement effective January 1, 1976 and the Agreement Re Major League Baseball Players Benefit Plan effective April 1, 1976 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.

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, unless the Club requires the Player to wear non-standard shoes in which case the Club will furnish the shoes. The uniforms will be surrendered by the Player to the Club at the end of the season or upon termination of this contract.

4. The Player shall be entitled to expense allowances under the circumstances and in the amounts set forth in Article VI of the Basic

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) \_\_\_\_\_ (Club)

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

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

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

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

Agreement between the Major League Clubs and the Major League Baseball Players Association, effective January 1, 1976.

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, without any other compensation than that herein elsewhere provided, for a period beginning not earlier than March 1 or ten days prior to the second Saturday in March, whichever is earlier, provided, however, that the Club may invite pitchers and catchers to report at an earlier date on a voluntary basis. The Club will pay the necessary traveling expenses, including the first-class jet air fare and meals en route of the Player from his home city to the training place of the Club, whether he be ordered to go there directly or by way of the home city of the Club. In the event of the failure of the Player to report for practice or to participate in the exhibition games, as required and provided for, he shall be required to get into playing condition to the satisfaction of the Club's team manager, and at the Player's own expense, before his salary shall commence.

7. In case of assignment of this contract the Player shall report promptly to the assignee Club within 72 hours from the date he receives written notice from the Club of such assignment, if the Player is then not more than 1,600 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 desig-

nated 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.

## 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.