

# 1990-1993 BASIC AGREEMENT

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# 1990-1993 BASIC AGREEMENT

This Agreement, dated as of the 19th day of March, 1990, is between the 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"), and the Major League Baseball Players Association (hereinafter referred to as the "Players Association" or the "Association").

The provisions of this Agreement shall be effective January 1, 1990, 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—Intent and Purpose

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

## ARTICLE II—Recognition

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



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

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

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

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

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

A Club may require a Player's physical presence only once during contract negotiations. This limitation shall not apply to telephone conference calls, at reasonable times, with a Player and his certified Player Agent. A Player required to be physically present during negotiations shall be entitled to be paid by the Club for round-trip first-class transportation and first-class hotel costs.

Upon execution of a Uniform Player's Contract by the Club and Player, the Club promptly shall submit the contract, in duplicate, to the appropriate League President for approval. Within 20 days of receipt, the League President shall approve or disapprove the Contract (with notice to the Association), or provide the Association with a written explanation of why the contract has not been approved. This period is extended to 30 days if a contract is received by the League President between February 15 and April 15. Within ten days after the League President is to provide an explanation of why a contract has not been approved, the League President shall approve or disapprove the contract. (See also Attachment 1.)

## **ARTICLE V—Scheduling**

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

During the term of this Agreement, each Club shall be scheduled to play 162 games during each championship season. A championship season will not be scheduled over a period of less than 178 days or more than 183 days. (See also Article VI(C), below.) Following completion of each championship season, the divisional winning Clubs within each League shall engage in a best of seven League Championship Series, and the winners of the two League Championship Series shall engage in a best of seven World Series. If during the term of this Agreement the format of the League Championship Series or the World Series is proposed to be changed, the Clubs shall give the Association notice thereof and shall negotiate the proposed change with the Association. Any failure to play the League Championship Series or the World Series, in whole or in part, by reason of causes beyond the control of the Clubs, shall not constitute a change in the format of such Series or a breach of this Agreement.

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

### **B. Championship Schedules**

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

### **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 1990, 1991, 1992 and 1993 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 paragraph (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 paragraph (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 XI hereof, except to the extent modified in Section D below.

#### **D. Additional Scheduling Agreements**

The scheduling provisions incorporated herein by the preceding Section C shall be supplemented and to the extent necessary modified by the following additional scheduling agreements.

(1) Split doubleheaders shall not be scheduled in the original schedule nor shall games be rescheduled as split doubleheaders. (But see Attachment 2.)

(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) Not more than one exhibition game 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 four additional exhibition games each League President may distribute in his League, excluding the All-Star Game and the Hall of Fame Game. No Club may play more than two exhibition games during a championship season, except that any Club, once during the term of this Agreement, may play three exhibition games, if one of those games is the Hall of Fame Game. The scheduling and rescheduling of exhibition games shall be in accordance with the scheduling and rescheduling rules set forth in this Article V with respect to championship season games, except that paragraph 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 paragraph (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.

Day games may be scheduled or rescheduled to start between Noon and 1 P.M. on holidays if each Club meets one of the above conditions or if an afternoon game starting not later than 5 P.M. or a doubleheader starting not later than 1:30 P.M. were played in another city the previous day and 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 paragraph (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. Each championship season the Clubs may utilize six exceptions to the foregoing rule provided that the exceptions must be utilized by a National League Club traveling to Chicago and the in-flight time cannot exceed 2½ hours.

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

(9) An open day shall be scheduled for or following travel from

cities in the Pacific time zone to cities in the Eastern time zone except as may be necessary in connection with games scheduled for cities in the Eastern time zone on Memorial Day, July 4th, and/or Labor Day, in which circumstances an open date shall be scheduled for or following travel to the extent reasonably practicable.

(10) No Club shall be scheduled, or rescheduled if practicable, to play more than 20 consecutive dates without an open day, or 21 consecutive dates if necessary to accommodate the Hall of Fame Game. A rained-out game may be rescheduled to an open date in the same series, or to an open date at the end of the same series, if (a) the open date is a road off day for the visiting Club, and (b) the rescheduling does not result in the home team playing more than 20 consecutive dates without an open day, or 21 consecutive dates if necessary to accommodate the Hall of Fame Game.

(11) Commencing with its second scheduled championship season game, a Club shall not be scheduled for more than two open days in any seven-day period. For each violation of this provision, the number of exhibition games which have been or may be scheduled at any time for the Club under paragraph (3), above, shall be reduced by one. Any other appropriate remedy may be imposed for a violation of this provision if a Club has already played the maximum permitted number of exhibition games.

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

(14) 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.

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

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

(17) With respect to the rescheduling of any game, any scheduling or rescheduling rule set forth in this Article V may be waived by the secret ballot vote of a majority of the Players on 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 VI—Salaries

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

### A. Definition of Salary

The term "salary" for the purposes of interpretation and application of the maximum salary cut, contract tender, signing and renewal rules shall be determined by applying the following principles:

(1) Multi-year contract providing for current salary only (no up-front payment or deferred compensation).

(a) If the annual salary payment schedule *satisfies* the maximum salary cut rule, the salary specified for the last year of the contract shall be the base for applying the maximum salary cut rule to the year following the expiration of the contract.

(b) If the annual salary payment schedule *does not satisfy* the maximum salary cut rule, that rule shall not be applicable during the term of the contract and the aggregate salary payment provided by the contract shall be averaged and the average annual salary shall be the base for applying the maximum salary cut rule to the year following the contract's expiration.

(2) Multi-year contract including up-front payments and/or deferred compensation which are *specifically allocated* to one or more years of the contract.

Treat as in (1) above with the allocated up-front or deferred amounts included as specified as part of the salary for each year.

(3) Multi-year contract including up-front payments and/or deferred compensation which are *not specifically allocated* to certain years of the contract.

Average the aggregate of such payments, include the annual average as part of the salary for each year, and then treat as in (1) above.

(4) Deferred Compensation.

If any deferred compensation is included in the base determined as described above, it may be payable as deferred on the same terms, or the Club and Player may elect to substitute the discounted present value of such deferred amount.

(5) Performance Bonuses.

Regardless of whether or not any portion of a performance bonus is earned, the Club has the option of either: (a) including the entire bonus (both earned and unearned portions) in the salary base or (b) excluding it from the base but repeating the performance bonus on the same terms.

(6) Other Forms of Additional Compensation.

All other forms of compensation, including but not limited to the following, are not addressed herein and are to be determined according to the facts in each situation:

(a) payments for performing services for a Club in addition to skilled services as a baseball player;

(b) cash, lump sum, payments made in accordance with agreed upon special covenants to compensate for trading a Player, releasing a Player, etc.;

(c) the value of individual property rights granted to a Player by a Club;

(d) any compensation for post-active Major League Baseball playing career employment;

(e) other payments not specifically made for performance as a Major League Baseball Player;

provided that any amounts payable upon the occurrence of a specific event or events shall not be included in the definition of "salary" if such event or events fail to occur within the specified period.

(7) Disputes.

In the event of a dispute regarding a contract tender, signing or renewal with respect to any form of additional compensa-

tion referred to in paragraph (6), above, either the Player or Club may file a Grievance in order to obtain a determination with respect thereto as the exclusive means of resolving such dispute, and both parties shall be bound by the resulting decision. The contract tender, signing or renewal shall be altered as necessary to conform to the decision, and such tender, signing or renewal shall remain valid.

## B. Minimum Salary

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

1990—at the rate per season of \$100,000;

1991—at the 1990 rate per season;

1992—at the rate per season equal to the rate for the 1991 season plus a cost of living adjustment, rounded to the nearest \$500, provided that the cost of living adjustment shall not reduce the minimum salary below the 1991 rate;

1993—at the 1992 rate per season.

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

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

(ii) for National Association service—at a rate not less than the following:

1990—\$26,500 per season;

1991—at the 1990 rate per season;

1992—at the rate per season equal to the rate for the 1991 season plus a cost of living adjustment, rounded to the nearest \$100 provided that the cost of living adjustment shall not reduce the minimum salary below the 1991 rate;

1993—at the 1992 rate per season.

(3) Cost of living adjustments for the Major League minimum salary described above in paragraph (1) and for the split minimum salary for National Association service described above in paragraph



(2) shall be computed as follows: to determine the 1992 salary rate, the salary rate for the 1991 season shall be multiplied by a fraction, the numerator of which is the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics (CPIW) for November 1991 and the denominator of which is the CPIW for the month of November 1989.

### **C. Standard Length of Season**

For the purpose of calculating a Player's daily rate of pay, a championship season shall be deemed to commence on the date of the first regularly scheduled championship season game and to conclude on the date of the last regularly scheduled championship season game. This rule shall apply uniformly to all Players and all Clubs notwithstanding differences in a particular Club's schedule.

### **D. Maximum Salary Reduction**

(1) 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 (a) the total amount of his actual baseball salary earnings from Major League Clubs (and from National Association clubs if any) in that season or (b) the amount stipulated in paragraph 2 of his Major League contract for that season.

(2) 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.

(3) 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.

### **E. 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.

## F. Salary Arbitration

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. Any Club, or any Player with a total of three or more years of Major League service, however accumulated, but with less than six years of Major League service, may submit the issue of the Player's salary to final and binding arbitration without the consent of the other party, subject to the provisions of paragraph (4) below.

In addition, effective in 1991 and thereafter, a Player with at least two but less than three years of Major League service shall be eligible for salary arbitration if: (a) he has accumulated at least 86 days of service during the immediately preceding season; and (b) he ranks in the top seventeen percent (17%) (rounded to the nearest whole number) in total service in the class of Players who have at least two but less than three years of Major League service, however accumulated, but with at least 86 days of service accumulated during the immediately preceding season. If two or more Players are tied in ranking, ties shall be broken consecutively based on the number of days of service accumulated in each of the immediately preceding seasons. If the Players remain tied, the final tie breaker will be by lot.

(2) *Six Year Player—Club Consent to Arbitration.* Any Player with six or more years of Major League service, however accumulated, who was not eligible to elect free agency under Article XX at the close of the preceding championship season, but whose Club has offered to proceed to salary arbitration pursuant to Article XX(D)(2), may elect salary arbitration in the same manner and at the same time as other Players.

(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 2 and January 12 (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.

(c) *Special Exceptions to Maximum Salary Reduction Rules.*

(i) A Club may submit a salary figure for salary arbitration that is at least 80% of the Player's previous year's salary and earned performance bonuses (and at least 70% of his salary and earned performance bonuses two years previous), the provisions of Section A(5) above notwithstanding. This exception shall not be used by any party, or considered by any salary arbitrator, in support of, or in opposition to, any argument regarding the evaluation of Player contracts.

(ii) A Club may submit a salary arbitration figure without regard to the provisions of Section D above if the figure submitted is with respect to a Player who, in the immediately preceding year, won a salary arbitration which increased the Player's prior year's salary by in excess of 50%.

The above exceptions to the maximum salary reduction rules do not alter the obligations of the Clubs to comply with Articles VI(D) and XX(A) of this Agreement and paragraph 10(a) of the Uniform Player's Contract for the purposes of contract tender and renewal.

(4) *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 submits to arbitration, the rights and obligations of the Club and Player shall be as they would have

been had the salary arbitration procedure never been invoked. 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.

(5) *Timetable and Decision.* Submission may be made at any time between January 5 and January 15. In the event the offer of the Club is reduced on or subsequent to January 15, 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 from February 1 to 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) *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 the salary issue to arbitration by either Player or Club, the Player shall be regarded as a signed Player (unless the Player withdraws from arbitration as provided in paragraph (4) above).

(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 agreed upon by the parties. 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.* (a) The criteria will be the quality of the Player's contribution to his Club during the past season (including but not limited to his overall performance, special qualities of leadership and public appeal), the length and consistency of his career contribution, the record of the Player's past compensation, comparative baseball salaries (see paragraph (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 subparagraph (b)(i) 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 arbitrator shall, except for a Player with five or more years of Major League service, give particular attention, for comparative salary purposes, to the contracts of Players with Major League service not exceeding one annual

service group above the Player's annual service group. This shall not limit the ability of a Player or his representative, because of special accomplishment, to argue the equal relevance of salaries of Players without regard to service, and the arbitrator shall give whatever weight to such argument as he deems appropriate.

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

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

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

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

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

(v) Salaries in other sports or occupations.

(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 VII—Expenses and Expense Allowances

### A. Transportation and Travel Expenses

Each Club shall pay the following expenses of Players:

(1) All proper and necessary traveling expenses of Players while "abroad," or traveling with the Club in other cities, including board, and first-class jet air and hotel accommodations, if practicable.

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.

## 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 1990 championship season, the daily allowance shall be \$54.00. During the 1991, 1992, and 1993 championship seasons, the daily allowance shall be a base of \$54.00 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 \$54.00.

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

(a) To determine the allowance figure effective for the 1991 season, the base allowance figure (before any cost of living adjustment) for the 1990 season shall be multiplied by a fraction, the numerator of which is the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW) published by the Bureau of Labor Statistics for November, 1990 and the denominator of which is the CPIW for the month of November, 1989.

(b) To determine the allowance figure effective for the 1992 season, the allowance figure for the 1991 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for November, 1991 and the denominator of which is the CPIW for the month of November, 1990.

(c) To determine the allowance figure effective for the 1993 season, the allowance figure for the 1992 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for November, 1992 and the denominator of which is the CPIW for the month of November, 1991.

(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 either the metropolitan area of the Club, or one to which the Player has gone at the request of the Club;

(b) no 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.

(See Attachment 3.)

### C. Spring Training Allowances

(1) During the 1990 spring training season, each Player shall receive a weekly allowance of \$167.50, 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 \$30.00. In 1991, 1992, and 1993, 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 \$167.50 and \$30.00, respectively.

(2) A Player living away from the Club's spring training headquarters shall receive the following daily meal and tip allowance (except that Players who make an overnight trip shall receive for the day following the night on the road the daily championship season meal and tip allowance in lieu of the daily allowance provided in this paragraph). No deduction shall be made for lunch or sandwiches served at the ballpark. In 1990, the daily allowance shall be \$47.50. In 1991, 1992, and 1993, the daily allowance shall be a base of \$47.50, 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 \$47.50. Players living at the Club's spring training headquarters also shall receive the daily meal and tip allowance if the Club does not otherwise provide meals. Except where the Club owns facilities (such as Los Angeles), no Player shall be required to sign meal checks or take his meals in lieu of receiving the daily meal and tip allowance.



(3) A Player living away from the Club's spring training headquarters shall receive a room allowance of \$25.00 per day. Where the Club owns facilities which are considered the equivalent of first-class hotel accommodations (such as Los Angeles), the Club shall pay a daily room allowance of \$15.00.

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

#### **F. Assignments from National Association Clubs to Major League Clubs**

If a Player's contract is assigned from a National Association club to a Major League Club, or if a Player with no Major League service (or with Major League service only after the preceding August 31) is on the Club's opening day roster, the Player shall be treated as if he were on the road for each of the first seven days of the assignment in the Major League Club's home city. This provision shall apply to each such assignment in a championship season. For such assignments during the off-season, the Player shall be entitled to these benefits only for the days he serves on a Major League Club's active roster before his contract is reassigned to a National Association club.

During the first seven days of the assignment that the Player is in

the Major League Club's home city, the Major League Club shall provide the Player with first-class hotel accommodations and the full daily meal and tip allowance described in Section B(3) and (4) above. First-class hotel accommodations shall be provided at the Club's expense or an allowance for housing expenses, not to exceed the first-class hotel accommodation rate, shall be provided to the Player in advance on a daily basis, as long as the Player incurs actual housing expenses. The full daily meal and tip allowance shall be provided automatically to the Player in advance on a daily basis.

## **ARTICLE VIII—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 \$600 if the distance between the home ballparks of the assignor and assignee Clubs is 1,000 air miles or less; the sum of \$900 if the distance between the home ballparks of the assignor and assignee Clubs is greater than 1,000 but less than 2,000 air miles; and the sum of \$1,200 if the distance between the home ballparks of the assignor and assignee Clubs is equal to, or greater than 2,000 air miles.

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

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

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

C. A Player may elect, within two years after the date of the assignment of his contract, regardless of when his contract is assigned or whether the assignment is between Major League Clubs or a Major League Club and a National Association club, to be reimbursed for

(1) the reasonable and actual moving expenses of the Player and his immediate family resulting therefrom, including first-class jet air transportation for the Player and his immediate family, provided that, if the Player relocates more than one year from the date of the assignment, the Player must relocate in the assignee Club's home city and the Player must still be playing for the assignee Club at the time he incurs such expenses and (2) 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 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.

D. If a Player's contract is assigned by a Major League Club to another Major League Club during the championship season or after the sixteenth day prior to the start of the championship season, the assignee Club shall provide the Player with an in-season supplemental moving allowance for each of the Player's first seven days in the assignee Club's home city. This provision shall apply to each such assignment in a championship season. During the first seven days of the assignment that the Player is in the assignee Club's home city, the Player shall be treated as if he were on the road. The assignee Club shall provide the Player with first-class hotel accommodations and the full daily meal and tip allowances described in Article VII(B) (3) and (4) above. This in-season supplemental allowance shall be provided automatically to the Player in advance at the time of the assignment.

## **ARTICLE IX—Termination Pay**

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

A Player who is tendered a Major League contract which is subsequently terminated by a Club during the period between the end of

the championship season and prior to the beginning of the next succeeding spring training under paragraph 7(b)(2) of the Uniform Player's Contract for failure to exhibit sufficient skill or competitive ability, shall be entitled to receive termination pay from the Club in an amount equal to thirty (30) days' payment at the rate stipulated in paragraph 2 of (1) his Contract for the next succeeding championship season, or (2) if he has no contract for the next succeeding championship season, in an amount equal to thirty (30) days' payment at the rate stipulated in paragraph 2 of the contract tendered to him by his Club for the next succeeding championship season.

### **B. Spring Training**

A Player whose Contract is terminated by a Club under paragraph 7(b)(2) of the Uniform Player's Contract for failure to exhibit sufficient skill or competitive ability, shall be entitled to receive termination pay from the Club in an amount equal to thirty (30) days' payment at the rate stipulated in paragraph 2 of his Contract, if the termination occurs during spring training but on or before the 16th day prior to the start of the championship season. If the termination occurs during spring training, but subsequent to the 16th day prior to the start of the championship season, the Player's termination pay shall be in an amount equal to forty-five (45) days' payment at the rate stipulated in paragraph 2 of his contract.

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

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

### **D. Split Contracts**

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

(1) The National Association rate, if the termination occurs in the off-season;

(2) The National Association rate, if the termination occurs during spring training, but on or before the 16th day prior to the start of the championship season;

(3) The Major League rate, if the termination occurs during spring training, but subsequent to the 16th day prior to the start of the championship season;

(4) The National Association rate, if the termination occurs during the season and the Player is, at the time of termination, in the National Association; and the Major League rate, if the termination occurs during the season and the Player is, at the time of termination, in the Major Leagues. In the application of this paragraph (4), a Player may not be assigned to the National Association for the purpose of reducing his termination pay.

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

#### **E. Injury**

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

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

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

(1) The maximum amount of termination pay 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 any amounts deferred to later years, calculated at present value, and bonuses.

(2) In the event a released Player refuses to accept a reasonable Major League Contract offered by a Club other than the Club which released him, such Player shall forfeit that portion of the termination pay which would not have been payable if such Contract had been accepted.

## **ARTICLE X—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; and
- (2) 60 % of the total gate receipts from the first 4 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 .....	24 %
Championship Series Losers (2) .....	24 %
Second Place Teams in	
Each of the Four Divisions (4) .....	12 %
Third Place Teams in	
Each of the Four Divisions (4) .....	4 %

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

### **C. Division of Players' Pool**

The division of the Players' pool shall be made by a vote of the Players, in a meeting chaired by the Player Representative, at which atten-

dance shall be limited to Players, except that the field manager, prior to being excused from such meeting, shall be given first the opportunity to express his views as to the division of the pool. At the invitation of the Player Representative, the field manager may be present during the remainder of the meeting, or any part thereof. The vote of the Players shall not be subject to alteration, except as may be required to conform to the Major League Rules.

The Traveling Secretary of a Club shall not be eligible to receive a share from the Players' pool.

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

(1) To the extent, if any, that the Players' pool provides a total of less than \$1,937,500 for the World Series winner, the amount to be distributed to such winner shall be increased to \$1,937,500. To the extent, if any, that the Players' pool provides a total of less than \$1,291,700 for the World Series loser, the amount to be distributed to such loser shall be increased to \$1,291,700.

(2) To the extent, if any, that the Players' pool provides a total of less than \$1,291,700 for both Championship Series losers (\$645,850 each), the amount to be distributed to such losers shall be increased to \$1,291,700 (\$645,850 each).

(3) To the extent, if any, that the Players' pool provides a total of less than \$516,680 for the second place teams in each division, the total amount to be distributed to such second place teams shall be increased to \$516,680.

(4) To the extent, if any, that the Players' pool provides a total of less than \$129,170 for the third place teams in each division, the total amount to be distributed to such third place teams shall be increased to \$129,170.

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

### **ARTICLE XI—Grievance Procedure**

For the purpose of providing an orderly and expeditious procedure for the handling and resolving of certain grievances and complaints,

as hereinafter provided, the following shall apply as the exclusive remedy of the Parties.

## A. Definitions

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

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

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

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

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



provided above in this subparagraph (b). The order of the Commissioner withdrawing such matter shall constitute a final determination of the procedure to be followed for the exclusive and complete disposition of such matter, and such order shall have the same effect as a Grievance decision of the Arbitration Panel. (See also Attachment 4.)

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 such reopening cannot occur unless there is actual experience under such Sections.

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.

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

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

The reference herein to the above types of complaints or

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

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

(3) "Commissioner" shall mean the person holding the office of Commissioner of Baseball as defined in the Major League 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 impartial arbitrator or, where either Party so elects, a tripartite panel so empowered and composed of the impartial arbitrator and two party arbitrators, one appointed by the Association, the other appointed by the Player Relations Committee. The impartial arbitrator, who shall in all instances be designated as the Panel Chairman, shall be appointed by agreement of the Association and the Player Relations Committee. In the event the Association and the Player Relations Committee are unable to agree upon the appointment of the impartial arbitrator, they jointly shall request that the American Arbitration Association furnish them a list of prominent, professional arbitrators. Upon receipt of said list, they shall alternate in striking names from the list until only one remains. The arbitrator whose name remains shall be deemed appointed as the impartial arbitrator.

At any time during the term of this Agreement either the Associa-

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

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

## **B. Procedure**

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

**Step 2.** A Grievance, to be considered in Step 2, shall be appealed in writing by the Grievant or by the Association to a designated representative of the Player Relations Committee within 15 days following receipt of the Club's written decision. The Grievance shall be discussed within 10 days thereafter (within 2 days if disciplinary suspension or a grievance involving Player safety and health) between representatives of the Player Relations Committee and representatives of the Association in an attempt to settle it. Within 10 days following such discussion (within 2 days if disciplinary suspension or a grievance involving Player safety and health), the designated representative of the Player Relations Committee shall advise the Grie-

vant 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.

**Arbitration.** Within 15 days following receipt of the Step 2 decision, the Grievant or the Association may appeal the Grievance in writing to the Panel Chairman for impartial arbitration. Upon receipt of the notice of appeal, the Chairman of the Arbitration Panel shall set a time, date and place for hearing the appeal, which hearing shall be commenced as soon as practicable but no later than 20 days following receipt of the notice of appeal (5 days if disciplinary suspension or a grievance involving Player safety and health). Such hearing shall be conducted in accordance with the Rules of Procedure attached hereto as Appendix A. The Arbitration Panel shall render a written decision as soon as practicable following the conclusion of such hearing (within 5 days if disciplinary suspension or a grievance involving Player safety and health), and may affirm, modify or reverse the decision from which the appeal is taken. The decision of the Arbitration Panel shall constitute full, final and complete disposition of the Grievance appealed to it.

With regard to the arbitration of Grievances, the Arbitration Panel shall have jurisdiction and authority only to determine the existence of or compliance with, or to interpret or apply agreements or provisions of agreements between the Association and the Clubs or any of them, or between individual Players and Clubs. The Arbitration Panel shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of such agreements.

All costs of arbitration, including the fees and expenses of the impartial arbitrator, shall be borne equally by the parties, provided that each of the parties shall bear the cost of its own party arbitrator, witnesses, counsel and the like.

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

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 ballpark 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 7 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, any 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 paragraph 1(b) of Section A hereof.

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

**Step 1.** Any Club which believes it has a justifiable Grievance shall present a written notice of the Grievance to the Player with a copy to the 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 Com-

mittee. 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 Panel Chairman 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.

### **ARTICLE XII—Discipline**

#### **A. Just Cause**

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.

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

The term "make whole" means:

- (1) If a fine is found to have been imposed improperly, the fine will be promptly repaid;
- (2) Any salary loss as a result of an improper suspension will be promptly paid;
- (3) In the application of items (1) and (2) above, interest will also be paid at the rate per annum set forth in Article XV(J) below.

#### **B. Notice**

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

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 suspension and of an appeal for a hearing.

#### **C. Discovery**

A Player who is disciplined shall have the right to discover, in timely fashion, all documents and evidence adduced during any investigation of the charges involved.

#### **D. Compliance**

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

##### *(2) Payment of Fines*

(a) *Club Fines.* A fine imposed by a Club pursuant to Regulation 5 of the Uniform Player's Contract in excess of \$250 may not be deducted from the Player's salary until such fine is finally upheld in the Grievance Procedure or the time in which to file a Grievance has expired.

(b) *Fines Imposed by League or Commissioner.* A fine imposed by either League or the Commissioner in an amount of \$500 or less shall continue to be payable when imposed. Fines in an amount greater than \$500 shall be payable only when such



fine becomes final. When a fine imposed by either League or by the Commissioner becomes final, the Player's employing Club is authorized, at the request of the League involved, or the Commissioner in the case of a fine imposed by the Commissioner, to deduct the amount of the fine from the Player's salary and transmit such sum to the League involved, or to the Commissioner, as the case may be.

#### **E. Investigations**

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

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

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

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

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

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

### **ARTICLE XIII—Safety and Health**

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

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

The Parties shall establish and maintain a bipartisan Safety and Health Advisory Committee which shall be comprised of an equal number

of members representing the Players Association and representing the Major League Clubs. The purpose of the Committee shall be

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

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

(2) *Committee Meetings*

A meeting of the Safety and Health Advisory Committee may be called by any member thereof who believes that an emergency safety and health problem exists and requires immediate attention, and a meeting shall be held as soon as practicable thereafter. In addition, the Committee shall hold at least one regular meeting annually for purposes of review and planning. (See also Attachment 6.)

(3) *Power and Authority of Committee*

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

(4) *Other Rights and Remedies*

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. It is not a necessary prerequisite to utilization of the Grievance Procedure that the Safety and Health Advisory Committee procedures be instituted or exhausted. (See Attachment 7.)

**B. Safety Complaints—Responsibility of League President**

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

### C. Disabled List

Application by a Club to the League President to place a Player on the Disabled List shall be accompanied by a Standard Form of Diagnosis. (See Attachment 8.) This Standard Form of Diagnosis shall be completed by the Club physician and shall include, as a separate item, an estimated time period for recovery. A copy of the completed Standard Form will be given to the Player. The Club physician will also complete and submit the Standard Form of Diagnosis for recertification of a Player on the Disabled List at the date when he first becomes eligible for reinstatement to active status and then every fifteen days following the date upon which the Player first became eligible for reinstatement (except for Players placed upon the Emergency Disabled List).

### D. Second Medical Opinion

Upon the conclusion of the 1990 World Series, the Major League Baseball Physician's Committee will provide an updated, accepted listing of medical specialists, by specialty and by geographic regions, to whom Players may upon their request go for diagnosis and a second medical evaluation of an employment related illness or injury being treated by the Club physician. At least two physicians will be designated for each specialty in each region. A Player may seek a "second evaluation" from a medical specialist on the accepted listing who is located outside of the geographical region within which the Player's team is located, provided that the Player is not absent from the team for an unreasonable period of time.

If a Player uses the services of a medical specialist who is on the accepted listing and is located within the geographical region within which the Player's team is located, then the Club shall pay the cost of the "second evaluation," including transportation and hotel costs.

If a Player uses the services of a medical specialist who is on the accepted listing but is not located within the geographical region within which the Player's team is located, then the Club shall pay the cost of the "second evaluation." Payment of the Player's transportation and hotel costs shall be the responsibility of the Player.

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

### E. Trainers

Each Club shall employ two trainers on a full-time basis. Both trainers

will travel with the Club on the road; provided, that one trainer may remain in the Club's home city if necessary for the Club to fulfill its obligations, as expressed in Attachment 3, to disabled players who do not travel with the Club.

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

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

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

#### **G. Medical Records**

If a Player on a visiting Club receives medical treatment from the home Club's doctor, a copy of any written medical evaluation prepared by the home Club's doctor shall, when authorized by the Player, be provided to the Player and his Club doctor.

### **ARTICLE XIV—Spring Training Conditions**

#### **A. Reporting**

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

(1) injured Players, pitchers and catchers may be invited to attend spring training workouts no earlier than forty-five (45) days prior to the start of the championship season; and

(2) all other Players may be invited to attend spring training workouts no earlier than forty (40) days prior to the start of the championship season.

#### **B. Living Away from Club Headquarters**

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

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

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

## **ARTICLE XV—Miscellaneous**

### **A. No Discrimination**

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

The provisions of this Agreement shall be applied to all Players covered by this Agreement without regard to race, color, religion or national origin.

### **B. Parking Facilities**

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

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

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

### **D. College Scholarship Plan**

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

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

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

(1) The active Player limit set forth in Major League Rule 2(a) for the period beginning with opening day of the championship season and ending at midnight, August 31, shall be:

(a) 25 in 1990, provided that the minimum number of active Players maintained by each Club throughout the championship season shall be 24. However, if a reduction below 24 occurs as a result of unforeseen circumstances, the Club shall, within 48 hours (plus time necessary for the Player to report), bring its active roster back to a minimum of 24 Players;

(b) 25 in 1991, 1992 and 1993 (subject to the provisions of subparagraph (c) below), provided, however, that if a reduction below 25 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 25 Players;

(c) 25 in 1993, in the event that the National League expands by two (2) teams in 1993, provided that the minimum number of active Players maintained by each Club throughout the championship season shall be 24. However, if a reduction below 24 occurs as a result of unforeseen circumstances, the Club shall, within 48 hours (plus time necessary for the Player to report), bring its active roster back to a minimum of 24 Players. The utilization or non-utilization of rights under this subparagraph (c) is an individual matter to be determined solely by each Club for its own benefit. Clubs shall not act in concert with other Clubs.

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

#### **F. Printing Agreements in Spanish**

This Agreement shall be translated and printed in Spanish and shall

be made available to all Spanish-speaking Players. The costs for the translation and printing shall be borne equally by the Association and the Clubs. In the event of any dispute involving the interpretation of, or compliance with, the provisions of this Agreement, the English version of the Agreement shall govern.

### **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 Attachments 9 and 10.)

### **H. Default Notice**

During the term of this Agreement, the right of a Player to terminate his Uniform Player's Contract pursuant to the provisions of the first sentence of paragraph 7(a) of such contract shall be limited to defaults or failures to perform which are material in nature; and any notice of alleged default filed by a Player under paragraph 7(a) of the Uniform Player's Contract must be filed with the Club (with a copy to the Player Relations Committee) by the Players Association, in writing, plainly labeled as a default notice. Should such a material breach on the part of a Club be alleged, the Club, the Player involved, the 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.

### **I. International Play**

Absent the agreement of the Association, there shall be no international play from the opening of the championship season to the opening of the next spring training; provided that championship season, All-Star, League Championship Series and World Series games played between Major League Clubs in the United States and/or in Canada shall not be considered international play; and provided further that each Club, subject to the limitations set forth in Article V(D)(3), above, may play exhibition games during spring training and the championship season against any non-Major League club if such games are played in the United States, Canada, or Puerto Rico and are not part of a national or international tour by a foreign club. The terms and conditions of the participation of Major League Players

in any such national or international tours shall be negotiated by the Player Relations Committee and the Players Association.

The Association shall also be given notice by the League President of all games proposed to be played outside of the United States, Canada, or Puerto Rico during the spring training season. Such notice shall be provided, if possible, before the Association's Executive Board Winter Meeting, but in no event later than January 1.

The Association and the Clubs promptly will designate representatives to constitute a committee to examine the possibility of international play for Major League Baseball.

#### **J. Interest Rate**

A uniform annual interest rate, equal to the total of the prime interest rate in effect at Chemical Bank of New York on the immediately preceding November 1, plus one percent, rounded to the nearest full percentage point, shall be applied with respect to the following matters:

(1) the calculation of the "discounted present value" referred to in Article VI(A)(4) above, unless the Club and Player mutually agree otherwise;

(2) the calculation of the "present value" referred to in Article IX(F)(1)(b) above;

(3) the calculation of the interest referred to in Article XII(A)(3) above;

(4) the calculation of the "present value" referred to in Article XVI below.

#### **K. Players Association Tickets**

The Players Association shall have the right to purchase 12 tickets for the All-Star Game, the League Championship Series and the World Series which tickets shall not be used for commercial purposes. Such tickets will be for seats located between first base and home plate or home plate and third base on field level or the first level above field level, except the Clubs will not require the holders of full regular season ticket plans to be relocated.

### **ARTICLE XVI—Deferred Compensation**

There shall be no limitations on either the amount of deferred compensation or the percentage of total compensation attributable to



deferred compensation for which a Uniform Player's Contract may provide.

Deferred compensation obligations incurred in Contracts executed after December 31, 1985 must be fully funded, in an amount equal to the present value of the total deferred compensation obligation, within four calendar years of the year in which the deferred compensation is earned. The year in which the deferred compensation is earned shall be considered a calendar year for such purposes.

Notwithstanding the above funding requirement, each Club shall be entitled to a deductible amount of deferred compensation which need not be funded. Such amount, for the term of this Agreement, shall be \$2,000,000 of the present value of the aggregate deferred compensation owed by the Club pursuant to Uniform Player's Contracts executed after December 31, 1989. Unless the Uniform Player's Contract provides otherwise, a Club may fund deferred compensation obligations in such manner as it elects; provided that each Club shall certify to the Player Relations Committee and the Association, by January 31 of each year, the manner in which deferred compensation obligations have been funded during the preceding calendar year. Club records relating to deferred compensation funding arrangements shall be made available upon request to the Player Relations Committee and/or to the Association in the event a question arises concerning a Club's funding of deferred compensation.

## **ARTICLE XVII—Existing Agreements**

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

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

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

## **ARTICLE XVIII—Rule Changes**

If during the term of this Agreement any Major League rule, 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 XVIII shall apply only to (a) a change in a Player benefit under an existing rule or regulation and (b) the adoption of a rule or regulation which would change a Player benefit under an existing rule or regulation or impose an obligation upon the Players which had not previously existed. Except as specifically provided in this Article XVIII, the right of the Clubs to make any rule change whatsoever shall not be impaired or limited in any way, provided that the Clubs shall not make any change which is inconsistent with the provisions of any then existing agreement between the Clubs and the Association.

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

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

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

(1) The contract of a Player with ten or more years of Major League service, the last five of which have been with one Club, shall not be assignable to another Major League Club without the Player's written consent. No consent from a Player shall be considered effective until twenty-four hours from the Club's request to the Player for such consent.

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

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

(b) Not earlier than 4 days prior to the contemplated date of an assignment requiring the Player's consent under paragraph 2(a) above, or 8 days, if the Player has no options remaining or if the assignment is during the period from the close of the championship season to the opening of spring training, the Club shall give written notice to the Player, with a copy to the Players Association, which shall advise the Player that he may (a) consent to the assignment, (b) refuse the assignment or (c) elect to become a free agent. Additionally, the notice shall advise that in the event that the Player consents to the assignment, he may elect free agency between the end of the then current Major League season and the next following October 15, unless he is returned to a Major League roster prior to making such election.

The Player shall also be informed in the notice that, within the 3 days after the date of the notice, or 8 days, if during the period from the close of the championship season to the opening of spring training, he must advise the Club in writing as to his decision to consent to the assignment or to elect to become a free agent. A failure on the part of the Player to respond to the notice shall constitute a refusal of the assignment. No response from the Player shall be considered effective until twenty-four hours from his receipt of the Club's notice.

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

## **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 as provided in Article XX hereof, which right shall not be diminished or interfered with as a result of such assignment or the signing by the Player of a 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 XX.

#### **C. Disabled List—Assignment to National Association Club**

(1) There shall be no assignment of a Player by a Major League Club to a National Association club while such Player is on a Major League Disabled List; provided, however, that with the Player's written consent, a copy of which shall be forwarded to the Players Association, and with the approval of the League President, a Player on the Disabled List may be assigned to a National Association club for up to a maximum of twenty days (thirty days for pitchers) for the purpose of rehabilitation. (See also Attachment 11.)

Notwithstanding the foregoing, a Player who is injured may be assigned to a National Association club, provided that (a) the Player has less than 3 years of Major League service, and (b) the contemplated assignment would not be the Player's second (or subsequent) career outright assignment since March 19, 1990, and (c) the Player had no Major League service the prior championship season, and (d) the Player was not selected by the assignor Major League Club in the immediately preceding Rule 5 Draft, and (e) the assignment is not made in the period commencing with the 16th day prior to the start of a championship season and ending with the close of that championship season.

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

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

Except for the return of conditional assignments from outside the

United States and Canada, the contract of a Player shall not be assigned otherwise than within the United States and Canada, without the Player's written consent.

### **E. Optional Assignments**

If a Player is optioned for a total of less than 20 days in one season, as determined by the dates of the optional assignments and recalls, respectively, such optional assignments shall not count as an optional transfer in connection with the limitation upon optional assignments provided for in Major League Rule 11(c). (See also Article XXI(B).)

### **F. Waivers**

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

In addition, each Friday, not later than 3 P.M. E.D.T., the 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.

### **G. 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.

### **H. Unconditional Release**

Notwithstanding the provisions of Major League Rule 8 and paragraph 7(d) of the Uniform Player's Contract, the following procedure may

be used to give notice to a Player in connection with his unconditional release.

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

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

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 XX—Reserve System

### A. Reservation Rights of Clubs

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

(1) The Player becomes a free agent, as set forth in this Agreement;

(2) The Player becomes a free agent as a result of

(a) termination of the contract by the Club pursuant to paragraph 7(b) thereof,

(b) termination of the contract by the Player pursuant to paragraph 7(a) thereof,

(c) failure by the 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; or

(3) The contract is assigned outright by the Club.

If a tendered or renewed contract contains an incorrect salary figure due to a bona fide computational dispute or an inadvertent arithmetical error, no free agency shall result under paragraph 2(c) or 2(d) above if the Club, within seven (7) days after being notified that the tendered or renewed contract salary does not conform to the requirements of Article VI of this Agreement, retenders or re-exercises a renewal with a salary which does conform to such requirements. In the event of a failure to tender or renew, or an untimely tender or renewal, or a tender or renewal which is defective in any other respect, the Player shall become a free agent under paragraph 2(c) or 2(d) above, whichever is applicable. (But see Article VI(A)(7).)

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 13, 14 and 15.)

## B. Free Agency

### (1) *Eligibility*

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

### (2) *Procedure*

The procedure set forth in this paragraph (2) shall apply to Players eligible to become free agents pursuant to paragraph (1), above. Players who otherwise become free agents under this Agreement shall be eligible to negotiate and contract with any Club without any restrictions or qualifications, shall be deemed not to have exercised rights of free agency for purposes of Section D of this Article XX, and the Clubs signing such free agents shall do so without regard to the compensation and quota provisions of this Section B.

(a) A Player eligible to become a free agent under paragraph (1) above may give notice of his election of free agency 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 such election 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, effective upon receipt, the Player shall become a free agent.

(b) During the period beginning on the day the Player becomes a free agent and ending on the expiration of the free agency election period as defined above in subparagraph (a), any Club representative and any free agent or his representative may talk with each other and discuss the merits of the free agent contracting, when eligible therefor, with the Club, provided, however, that the Club and the free agent shall not negotiate terms or contract with each other. The following subjects are among those which may properly be discussed between any Club and such Player:

—the Player's interest in playing for the Club, and the Club's interest in having the Player play for it;

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

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

—length of contract;

—guarantee provisions;

—no-trade or limited no-trade provisions.

Notwithstanding the foregoing, the free agent and his former Club may engage in negotiations and enter into a contract during 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 D of this Article XX, and the Club shall be deemed not to have signed a free agent for purposes of paragraph (5) of this Section B.



(c) Players who become free agents pursuant to this Section B shall, upon compliance with the notice provisions of the above subparagraph (a) and the expiration of the free agency election period, be eligible to negotiate and contract with any Club, subject to the provisions of this Section B.

(3) *Rights of Former Club to Sign Free Agent*

The following provision shall apply only to those Players who become free agents under this Section B.

The former Club of a free agent, no later than by the December 7 following the free agency election period, may offer to proceed with the Player to salary arbitration under Article VI of this Agreement, for the next following season. The Club's offer shall be communicated to the Player Relations Committee, which shall notify the Association in writing. Said offer shall be effective upon receipt by the Association and the Club will not be permitted to retract the offer. If the former Club of the free agent does not so offer, it shall not be entitled and shall lose all rights to negotiate with, and sign, the free agent, until the succeeding May 1.

On or before December 19, the Player may accept the Club's offer to arbitrate. The Player's acceptance shall be communicated to the Association, which shall notify the Player Relations Committee. The Player's failure to accept the Club's offer on or before December 19 shall be deemed to constitute rejection of the offer.

If the Player accepts the offer to arbitrate, he shall be a signed player for the next season and the parties will conduct a salary arbitration proceeding under Article VI, provided, however, that the rules concerning maximum salary reduction set forth in Article VI shall be inapplicable and the parties shall be required to exchange figures on the last day established for the exchange of salary arbitration figures under Article VI. A Player who accepts salary arbitration shall be deemed not to have exercised his rights of free agency for purposes of Section D of this Article XX, and the Club shall be deemed not to have signed a free agent for purposes of paragraph (5) of this Section B.

If the Player does not accept the former Club's offer to proceed to salary arbitration as provided above, the former Club, after the succeeding January 8, shall not be entitled and shall lose all rights to negotiate with or sign the Player, until the succeeding May 1.

#### (4) *Compensation*

(a) The former Club of a Player who: (i) became a free agent under this Section B; and (ii) ranks as a Type A, B or C Player as defined below, shall be entitled to receive compensation subject to the provisions of subparagraph (c) below. Such compensation shall consist solely of the amateur draft choices described in subparagraph (c) below and shall be awarded in the Major League Rule 4 Draft succeeding the Player's election of free agency.

(b) A Type A, B or C Player shall be a Player who became a free agent under this Section and who ranks as a Type A, B or C Player under the statistical system of ranking Players set forth in the document entitled "A Statistical System for the Ranking of Players," using statistics based on a two-year average for each respective position group.

Type A Players: A Type A Player shall be a Player who ranks in the upper thirty percent (30%) of his respective position group.

Type B Players: A Type B Player shall be a Player who ranks in the upper fifty percent (50%) but not in the upper thirty percent (30%) of his respective position group.

Type C Players: A Type C Player shall be a Player who ranks in the upper sixty percent (60%) but not the upper fifty percent (50%) of his respective position group.

(c) A Type A, B or C Player shall be subject to compensation only if (i) he is offered salary arbitration by his former Club on or before December 7 pursuant to Section B(3) of this Article XX and signs a contract with another Club; or (ii) he signs a contract with another Club prior to December 7. Further, a Type C Player shall not be subject to compensation if he (iii) has not signed a Uniform Player's Contract or reached agreement on terms as of the March 1 succeeding his election of free agency; or (iv) has previously elected free agency under this Section B (or under Article XVII(B)(2) of the 1976 Basic Agreement or under Article XVIII(B)(2) of the 1980 Basic Agreement as amended); or (v) has 12 or more years of credited Major League service.

For such Type A Players, compensation to the Player's former Club shall be an amateur draft choice ("Regular Draft Choice") of the signing Club and an added amateur draft choice ("Special Draft Choice") in the Major League Rule 4 Draft. For such Type

B Players, compensation to the Player's former Club shall be a Regular Draft Choice of the signing Club in the Major League Rule 4 Draft. For such Type C Players, compensation to the Player's former Club shall be a Special Draft Choice in the Major League Rule 4 Draft.

(d) The Regular Draft Choice of the signing Club described in subparagraph (c) above shall be assigned as follows. If the signing Club is among the first half of selecting Clubs, then the choice to be assigned for the highest ranking 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 ranking. If the signing Club is among the second half of selecting Clubs, then such compensation shall begin with the Club's first choice.

The Special Draft Choices described in subparagraph (c) above to be awarded to the former Club shall be made as follows. If the Club has lost a Type A Player, it shall be awarded an additional draft choice to be made immediately following the first complete round of the draft and preceding the commencement of the second round. Clubs which have lost Type A Players shall make their choices in the reverse order of their won-lost percentage in the preceding season. Ties shall be broken by lot. If the Club has lost a Type C Player, it shall be awarded a draft choice to be made immediately following the second complete round of the draft and preceding the commencement of the third round. Clubs which have lost Type C Players shall make their choices in the reverse order of their won-lost percentage in the preceding season. Ties shall be broken by lot.

#### (5) *Quota*

(a) Clubs shall be limited in the number of Type A and B Players they may subsequently sign to contracts. The number of signings permitted shall be related to the number of Players electing free agency under this Section B. If there are 14 or less such Players, no Club may sign more than one Type A or B Player. If there are from 15 to 38 such Players, no Club may sign more than two Type A or B Players. If there are from 39 to 62 such Players, no Club may sign more than three Type A or B Players. If there are more than 62 such Players, the Club quotas shall be increased accordingly. There shall be no restrictions on the number of Type C or unranked Players which a Club may sign to contracts.

right to require an assignment for purposes of Section D of this Article XX.

(4) *Waiver by Player*

At his sole election, a Player may, at the time he signs a multi-year contract with a Club, waive the right to require the assignment of his contract under this Section C, provided that the Player's contract with the signing Club contains a no-trade provision which limits the signing Club's right to assign the Player's contract to no more than sixteen (16) Clubs designated or subsequently to be designated by the Player.

**D. Repeater Rights**

(1) *Free Agency*

Any Player who becomes a free agent pursuant to Section B of this Article and at such time is a Type A or B Player as defined in paragraph 4(b) thereof, or any Player whose contract is assigned as a result of a trade required pursuant to Section C 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, subject to paragraph (2), below.

(2) *Salary Arbitration Offer*

Any Club which retains reservation rights to a Player for a succeeding championship season by virtue of the provisions of paragraph (1) above shall notify such Player, at any time within the first five (5) days of the free agency election period described in Section (B)(2) of this Article XX, whether the Club offers to proceed with the Player to salary arbitration for the succeeding season. The Club's offer shall be communicated to the Player Relations Committee, which shall notify the Association in writing. Said offer shall be effective upon receipt by the Association and the Club will not be permitted to retract the offer.

In the event the Club notifies the Player of such a salary arbitration offer, the Club shall be required to tender a contract to the Player for the succeeding season and the Player may elect salary arbitration in the same manner and at the same time as other Players, as provided in Article VI(F). If a Player who is offered salary arbitration is released pursuant to paragraph 7(b)(2) of the Uniform Player's Contract prior to the date he is actually tendered a Contract, he shall receive termination pay in accordance with

the provisions of Article IX(A), computed at a rate not less than his previous year's salary.

In the event the Club fails to notify the Player in writing of a salary arbitration offer within the first five (5) days of the free agency election period described in Section (B)(2) of this Article XX, the Player thereafter may elect free agency pursuant to Section B of this Article XX without any restrictions or qualifications and, if the Player so elects, he shall be deemed not to have exercised rights of free agency for the purposes of this Section D. The Club signing the Player shall do so without regard to the compensation and quota provisions of Section B of this Article XX.

### (3) *Trade Demand*

Any Player who becomes a free agent pursuant to Section B of this Article XX and, at such time, is a Type A or B Player as defined in paragraph 4(b) thereof, or any Player whose contract is assigned as a result of a trade required pursuant to Section C of this Article XX 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.

## **E. Outright Assignment to National Association Club**

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

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. In the event that such Player does not elect free agency in lieu of accepting such assignment, he may elect free agency between the end of the then current Major League season and the next following October 15, unless such Player is returned to a Major League roster prior to making such election.

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

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

### (3) *Effect of Free Agency Election*

A Player who becomes a free agent under this Section E shall immediately be eligible to negotiate and contract with any Club without any restrictions or qualifications. Such Player shall not be entitled to receive termination pay. Such a free agent shall receive transportation and travel expenses in the same manner as he would if he had been unconditionally released except he shall be limited to receiving travel expenses to his new club if he reports to it directly, provided such expenses are less than to his home city.

### (4) *Procedure*

Not earlier than 4 days prior to the contemplated date of an outright assignment, or 8 days, if the Player has no options remaining or if the assignment is during the period from the close of the championship season to the opening of spring training, the Club shall give written notice to the Player, with a copy to the Players Association, which shall advise the Player that he may either (a) accept the assignment or (b) elect to become a free agent, and that in the event he accepts the assignment, he may elect free agency between the end of the then current Major League season and the next following October 15, unless he is returned to a Major League roster prior to making such election. The Player shall also be informed in the notice that, within 3 days after the date of the notice, or 8 days, if during the period from the close of the championship season to the opening of spring training, he must advise the Club in writing as to his decision whether to accept the assignment. No such decision from a Player shall be considered effective until twenty-four hours from his receipt of the Club's notice.

If the Club fails to give written notice, as set forth herein, to the Player prior to the date of such assignment, the Player may, at any time, elect to become a free agent pursuant to this Section E, provided, however, that if the Club subsequently gives such written notice to the Player, he shall, within 3 days thereafter, or 10 days, if during the period from the close of the championship season to the opening of spring training, advise the Club in writing as to his decision. No such decision from a Player shall be considered effective until twenty-four hours from his receipt of the Club's notice.

## **F. Individual Nature of Rights**

(1) The utilization or non-utilization of rights under Article XIX(A)(2) and Article XX is an individual matter to be determined

his option either (1) immediately; or (2) within the fifteen (15) day period following the conclusion of the next succeeding World Series. At the time any contract (or reserve status) is terminated pursuant to this paragraph (5), such free agent Player shall immediately have the right to negotiate with and enter into a contract with any Club, without any restrictions or qualifications. If the contract (or reserve status) is terminated, the free agent Player may choose to reinstate his contract (or reserve status) at any time up until the March 15 succeeding such termination.

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

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

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

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

### **A. Definition**

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

(1) One full day of Major League service will be credited for each day of the championship season a Player is on a Major League Club's Active List. A total of 172 days of Major League credited

service will constitute one full year of credited service. A Player may not be credited with more than one year of credited service, 172 days, in one championship season. Major League service will be computed commencing with the date of the first regularly scheduled championship season game, through and including the date of the last regularly scheduled championship season game. This rule shall apply uniformly to all Players and all Clubs notwithstanding differences in a particular Club's schedule.

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

(a) placed on a disciplinary suspension by a Club, the League President or the Commissioner, or on the Disabled List;

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

## **B. Optional Assignments**

In the event a Player is optionally assigned to a National Association club in any championship season for a total period of less than twenty (20) days, as determined by the dates of the assignments and recalls respectively, the Player shall be credited with Major League service during the period of such optional assignments. (See also Article XIX(E).)

## **ARTICLE XXII—Management Rights**

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

## **ARTICLE XXIII—Term**

### **A. Duration of the Contract**

This Agreement shall terminate on December 31, 1993.

### **B. Reopener**

Notwithstanding the foregoing, the Player Relations Committee or the Association shall have the right to reopen this Agreement on January 10, 1993, but solely with respect to Article VI(B) (Minimum



Salary), Article VI(F) (Salary Arbitration) and Article XX and attachments thereto (Reserve System). Either party may exercise its right to reopen by giving the other party, on or before December 11, 1992, written notice of its desire to reopen this Agreement. If either the Player Relations Committee or the Association fails to give such written notice, that party will be deemed to have waived its right to reopen this Agreement pursuant to this Article XXIII.

### C. Concerted Action

If either party exercises its right to reopen this Agreement pursuant to paragraph B, the Player Relations Committee and the Association shall each have the right to seek changes in this Agreement and shall each have the right to engage in concerted action (*i.e.*, a lockout or strike). There shall be no change in any terms or conditions of employment prior to such concerted action and prior to a *bona fide* impasse in negotiations.

### D. Multi-Year Contracts

Notwithstanding any provisions in the Uniform Player's Contract to the contrary, any Player who entered into a Contract prior to March 19, 1990 which covered the 1990 and 1993 championship seasons (including option years) shall not have any greater salary at risk in the event of a lockout during the 1993 championship season than the salary that was at risk under the terms of such contract in the 1990 championship season plus three (3) years' interest calculated at the uniform annual interest rate of 7.5 percent.

## ARTICLE XXIV—Baseball Economic Study Committee

### A. Study Committee

A Study Committee shall be established no later than September 1, 1990, to study and report to the Commissioner and to the Parties to this Agreement on the overall economic condition of the industry, including a description of current or impending problems, if any; the cause of such problems; and possible solutions. The Committee shall be composed of six (6) individuals, four (4) of whom shall not be or have been an employee, member of, or consultant to, any Club, the Player Relations Committee, the Association or Major League Baseball. The Chairman of the Player Relations Committee and the Executive Director of the Association, or their designees, shall serve as co-chairs of the Committee and shall each recommend two (2) additional members who shall be appointed by the Commissioner to

serve on the Committee. The Committee shall consider the following issues as part of its study:

- (1) The relationship, if any, between Club revenues and on-field competition;
- (2) The extent and nature of revenue sharing among the Clubs;
- (3) The advantages (and/or disadvantages) of compensating players based on a percentage of combined industry revenues;
- (4) Past and future trends in national and local media markets;
- (5) The extent, nature and value of Club related party transactions;
- (6) Franchise value;
- (7) The number and location of geographical markets (including franchise relocation); and
- (8) Such other matters as the Committee (or either of the co-chairs thereof) deems appropriate.

#### **B. Material to be Made Available to the Study Committee**

The Committee (or either of the co-chairs thereof) may request any information or material on file with the Clubs, the Player Relations Committee, the Association or the Commissioner's Office or any other information, testimony or material which the Committee (or either of the co-chairs thereof) believes is necessary to the performance of the Committee's functions. The Parties agree to produce any information, testimony or material within their possession or control which is requested by the Committee (or either of the co-chairs thereof). Unless the Parties agree otherwise, any information, testimony or material supplied to the Committee shall be deemed confidential consistent with the Confidentiality Stipulation and Order in Grievance No. 86-2. (See Attachment 17.) This information or material shall be used by the members of the Committee solely for the purpose of preparing the Committee's study and report.

#### **C. Deliberations and Report of the Study Committee**

No later than September 1, 1991, the Committee shall issue a report (including concurring or dissenting reports by any member or members) to the Commissioner and to the Parties. Although the members shall have the right to make ongoing reports to the Parties regarding the deliberations of the Committee, the deliberations and

report of the Committee shall remain otherwise confidential until submitted to the Parties. The purpose of the study and the report is to provide the Parties to this Agreement with the basis for a common understanding of the overall economic condition of the industry (including a description of current or impending problems, if any; the cause of such problems; and possible solutions) and to assist in improving the bargaining relationship between the Parties. All costs of the Committee will be split equally between the Parties.

## **ARTICLE XXV—Labor-Management Committee**

### **A. Purpose**

The parties, desiring to effectively maintain a stable labor-management relationship and avoid controversies in the future, have agreed to establish a joint Labor-Management Committee. The purpose of this Committee is to discuss, explore and study problems referred to it by the parties to this Agreement and to promote the economic development of Baseball.

In order to have frank and open discussions, the Committee shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle grievances arising under this Agreement. Committee discussions shall not be publicized except by mutual agreement.

This Committee shall operate as a labor-management committee within the meaning of Section 302(c)(9) of the Labor Management Relations Act, as amended, established and functioning so as to fulfill one or more of the purposes set forth in Section 6(b) of the Labor Management Cooperation Act of 1978.

### **B. Composition of the Committee**

The Committee shall consist of no more than six (6) representatives from the Clubs and no more than six (6) representatives from the Association. The Executive Director and/or General Counsel of the Player Relations Committee (or his designee) shall be one of the Club representatives and shall serve as the Club co-chair. The Executive Director and/or General Counsel of the Players Association (or his designee) shall be one of the Association representatives and shall serve as the Association co-chair.

### **C. Meetings**

The Committee shall meet three (3) times per year, with the meetings

to be scheduled (1) immediately prior to the start of spring training, (2) during the championship season and (3) immediately after the Players Association's annual meeting. The exact date and location of the meetings shall be determined by the co-chairs. The parties will attempt at least two weeks prior to the meeting to prepare and distribute an agenda to the members of the Committee.

## **ARTICLE XXVI—Comprehensive Agreement**

This Agreement represents a complete, full and final understanding on all bargainable subjects covering Players during the term of this Agreement, except such matters as may become bargainable pursuant to the reopener provisions of this Agreement or under the terms of the following agreements:

- (a) The Major League Baseball Players Benefit Plan.
- (b) The Agreement Re Major League Baseball Players Benefit Plan.
- (c) 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 XXVII—Execution of this Agreement**

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

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

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

## CLUBS

ATLANTA NATIONAL LEAGUE  
BASEBALL CLUB, INC.  
CHICAGO NATIONAL LEAGUE  
BALL CLUB, INC.  
THE CINCINNATI REDS  
ASTROS, INC.  
LOS ANGELES DODGERS, INC.  
MONTREAL BASEBALL PARTNER-  
SHIP, REG'D  
STERLING DOUBLEDAY ENTER-  
PRISES, L.P.  
THE PHILLIES  
PITTSBURGH ASSOCIATES  
SAN DIEGO NATIONAL LEAGUE  
BASEBALL CLUB, INC.  
SAN FRANCISCO GIANTS  
ST. LOUIS NATIONAL BASEBALL  
CLUB, INC.  
THE ORIOLES, INC.  
THE BOSTON RED SOX  
BASEBALL CLUB  
GOLDEN WEST BASEBALL  
COMPANY  
CHICAGO WHITE SOX, LTD.  
CLEVELAND INDIANS BASEBALL  
COMPANY  
JOHN E. FETZER, INC.  
KANSAS CITY ROYALS BASEBALL  
CORP.  
MILWAUKEE BREWERS  
BASEBALL CLUB  
MINNESOTA TWINS  
PARTNERSHIP  
THE NEW YORK YANKEES  
PARTNERSHIP  
OAKLAND ATHLETICS  
BASEBALL COMPANY  
SEATTLE MARINERS  
THE TEXAS RANGERS, LTD.  
TORONTO BLUE JAYS BASEBALL  
CLUB

## MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION

Jeffrey S. Ballard  
Timothy W. Belcher  
David B. Bergman  
Philip P. Bradley  
Brett M. Butler  
John J. Cerutti  
Danny B. Cox  
Ronald M. Darling, Jr.  
Darren A. Daulton  
James J. Deshaies  
Thomas M. Foley  
Gregory C. Gagne  
Wesley B. Gardner  
Thomas M. Herr  
Frederick W. Honeycutt  
Ricky N. Horton  
Peter J. Incaviglia  
Danny L. Jackson  
James E. Key  
Carney R. Lansford  
Michael E. LaValliere  
Stephen J. Lyons  
Donald A. Mattingly  
Lloyd G. McClendon  
Paul L. Molitor  
Dale B. Murphy  
Daniel T. Plesac  
Dennis L. Rasmussen  
Forest G. Swindell  
Patrick S. Tabler  
David Valle  
Michael A. Witt

By

Donald M. Fehr,  
Executive Director and  
General Counsel

By

Major League Baseball  
Player Relations Committee  
Charles P. O'Connor, General  
Counsel

## ATTACHMENT 1

### Delivery and Availability of Player Contracts

The Player Relations Committee will provide copies of all newly signed and approved Uniform Player's Contracts to the Players Association on a quarterly basis. Contracts not yet approved or disapproved by the League President will be made available to the Association upon its request.

## ATTACHMENT 2

Donald M. Fehr, Esquire  
Executive Director and General Counsel  
Major League Baseball Players Association  
805 Third Avenue  
New York, New York 10022

Dear Don:

This will confirm our understanding that notwithstanding the requirements of Article V (D)(1), when there is no practical alternative to doing so, one postponed game scheduled to have been played in Fenway Park and one postponed game scheduled to have been played in Wrigley Field may be rescheduled as a split doubleheader to be played in such parks in each championship season covered by this Agreement. Scheduling a postponed game as part of a conventional doubleheader will not be considered a practical alternative.

Sincerely,

Charles P. O'Connor  
General Counsel  
Major League Baseball Player  
Relations Committee

## ATTACHMENT 3

Donald M. Fehr, Esquire  
Executive Director and General Counsel  
Major League Baseball Players Association  
805 Third Avenue  
New York, New York 10022

Dear Don:

This letter will confirm our understanding regarding Article VII

(B)(5)(b) that it is the parties' intention that the change in this provision not result in a significant increase in the number of disabled players no longer traveling with their Club. If such an increase takes place, the Association may seek appropriate relief from the Arbitration Panel. Furthermore, it is the parties' understanding that Clubs will provide first-class rehabilitation facilities and care to all disabled players who do not travel with the Clubs.

Sincerely,

Charles P. O'Connor  
General Counsel  
Major League Baseball  
Player Relations Committee

#### ATTACHMENT 4

Donald M. Fehr, Esquire  
Executive Director and General Counsel  
Major League Baseball Players Association  
805 Third Avenue  
New York, New York 10022

Dear Don:

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

Francis T. Vincent  
Commissioner of Baseball

#### AGREED TO:

Robert W. Brown, M.D., President  
The American League of  
Professional Baseball Clubs  
William D. White, President  
The National League of  
Professional Baseball Clubs

ATTACHMENT 5

Charles P. O'Connor, Esquire  
General Counsel  
Major League Baseball Player  
Relations Committee  
350 Park Avenue  
New York, New York 10022

Dear Chuck:

As we have agreed, in cases in which the Arbitration Panel decides that an award including interest is appropriate, the interest rate to be applied shall be as calculated under Article XV(J) of the Basic Agreement.

This letter shall not be admissible in an arbitration hearing for any purpose other than the calculation of an appropriate interest rate.

Sincerely,

Donald M. Fehr  
Executive Director and General Counsel  
Major League Baseball Players Association

ATTACHMENT 6

Donald M. Fehr, Esquire  
Executive Director and General Counsel  
Major League Baseball Players Association  
805 Third Avenue  
New York, New York 10022

Dear Don:

This letter will confirm our understanding regarding Article XIII(A) that the Health and Safety Committee will meet promptly to consider, among other issues, the issue of padding on fences.

Sincerely,

Charles P. O'Connor  
General Counsel  
Major League Baseball  
Player Relations Committee



**ATTACHMENT 7**

**Safe and Healthful Working Conditions**

This will set forth the understanding of the Parties that the Players Association may properly file and pursue through arbitration a grievance concerning safety and health.

It is further understood that the Parties will attempt to avoid grievances on this subject by making every reasonable effort to utilize the Safety and Health Advisory Committee provided for in Article XIII(A) of the Basic Agreement.

**ATTACHMENT 8**

**"STANDARD FORM OF DIAGNOSIS"**

TO: League President

Examination Report for Application to Place Player on the Disabled List:

DATE OF EXAMINATION: \_\_\_\_\_

INITIAL PLACEMENT EXAM: \_\_\_\_\_

RECERTIFICATION EXAM: \_\_\_\_\_

TEAM: \_\_\_\_\_ POSITION: \_\_\_\_\_

PLAYER'S NAME: \_\_\_\_\_

NATURE OF INJURY and DIAGNOSIS: \_\_\_\_\_  
\_\_\_\_\_

ESTIMATED TIME FOR RECOVERY: \_\_\_\_\_  
\_\_\_\_\_

PHYSICIAN'S NAME & SIGNATURE: \_\_\_\_\_  
\_\_\_\_\_

CLUB OFFICIAL REQUESTING PLACEMENT & SIGNATURE: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

This form is to be completed prior to a request for placement of a player on the Disabled Lists (Major League Rule 2).

Pertinent information must be included in telegraphed requests to League Offices and the Office of the Commissioner and the above form simultaneously forwarded to League and Commissioner's Offices.

cc: Player  
Office of the Commissioner

#### ATTACHMENT 9

Donald M. Fehr, Esquire  
Executive Director and General Counsel  
Major League Baseball Players Association  
805 Third Avenue  
New York, New York 10022

Re: National League Expansion

Dear Don:

This will confirm our understanding regarding changes in scheduling rules to accommodate the draft National League schedule we have reviewed.

Because the location of the two additional teams is not known at this date, we have agreed to review the schedule and negotiate changes upon selection of the two teams.

Sincerely,

Charles P. O'Connor  
General Counsel  
Major League Baseball  
Player Relations Committee

#### ATTACHMENT 10

##### **National League Expansion**

The following rules and procedures shall apply to player allocation and related matters for two Expansion Clubs to be located in the contiguous 48 states of the United States or Canada. The date of admission to the National League, format of the divisions in the League, alignment in the divisions, as well as selection of franchise locations, ownership groups and the price to be paid by the Expansion Clubs

for admission to the League shall be as fixed by the National League in their Admission Agreements with the new franchise Clubs. This plan will be submitted to the National League for ratification at their next scheduled meeting. Unless noted otherwise, all references to dates or events in the Player Allocation Plan and the Major League Rule 5 Draft are in the year prior to the Expansion Clubs' first year of play in the National League.

### Player Allocation Plan

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 Player's Contract, including specifically, but without limitation, the rules relating to the assignment of player contracts and the rules related to the payment of moving expenses and allowances incident thereto.
2. On \_\_\_\_\_, \_\_\_\_\_ each National League Club shall file with the League President a list of contracts of all players under control. This list shall include every player contract on the Major League roster and every player contract on the roster of any affiliated National Association club, including player contracts on any inactive list, under control of that National League Club. The list shall identify the Club or Clubs with which the player played in 19\_\_\_\_ and indicate player contracts eligible for selection under Major League Rule 5, according to Club records. After verification, each Expansion Club shall be furnished by the League President a list of all player contracts under control of each established Club.
3. If after \_\_\_\_\_, \_\_\_\_\_ a Club acquires, by assignment or signing, a contract of an eligible player from outside its organization, or releases an eligible player from his contract, the Club shall immediately advise the League President of the change in its eligible list. The League President shall promptly advise the Expansion Clubs of any changes.
4. All rosters of National League Clubs and affiliated National Association clubs shall be frozen on \_\_\_\_\_, \_\_\_\_\_. On or before this date, each Club shall file with the League President a list of 15 withdrawn player contracts ("withdrawn contracts"). The 15 withdrawn contracts may include any player contract from the Major League roster or from the roster of any affiliated National Association club. Unless the National League

President shall have received a written confirmation that a player with no trade or "10 and 5" rights has waived those rights, such player must be included on the list of withdrawn contracts of the Club controlling any such contract. Any request that a player waive such rights must be in writing with a copy simultaneously provided to the Players Association. These withdrawn player contracts shall be removed from the eligible list, and the contracts may not be selected by the Expansion Clubs. (NOTE: In the event the World Series has not been completed by the above date, the National League Club competing in the World Series shall file its list of withdrawn player contracts 24 hours after the final Series game.) The League President shall advise only the two Expansion Clubs of the names on the withdrawn lists of the established Clubs.

5. Information as to physical condition or other pertinent information regarding eligible players will be made available to Expansion Clubs on request.
6. The League President shall establish the time and location of the player allocation meeting, which will be held in November, and at which all Clubs must be represented.
7. Expansion Clubs' selection of contracts, once made, will be irrevocable. The final responsibility for the selection rests with each Expansion Club.
8. There will be six rounds of selections during which the two Expansion Clubs shall select between them a total of six eligible player contracts from each established Club or its affiliated clubs from lists furnished by the established Clubs through the National League Office. All player contracts under control of each established Club shall be subject to selection with the following exceptions:
  - A. Players whose contracts have been withdrawn pursuant to the provisions of this Plan;
  - B. National Association player contracts not subject to selection at the next Rule 5 selection meeting;
  - C. Contracts of military list players in long-time military service (more than six months) still actually in military service at the end of the current season. Players serving for six months or less in a Reserve group or in the National Guard are *not* included in the exception.
9. The National League President shall determine by lot the order of selection by rounds for the Expansion Clubs immediately before

the start of the selection meeting, and will announce selections as they are made. Winner may choose to select first in either rounds 1, 4 and 6 or 2, 3 and 5. Loser will select first in the rounds not selected by the winner.

10. In each round, only one player contract may be selected from the eligible list of each established Club by one of the two Expansion Clubs. (In each round, each established Club loses one player contract; each Expansion Club selects six player contracts.)

11. At the completion of each round, each established Club shall present to the League President three more withdrawn player contracts from either the Major League roster or the roster of affiliated National Association clubs. These lists will then be provided to the Expansion Clubs.

12. The above procedure will be followed after each round, and the League President will allow as much time as is reasonably necessary for selections and for withdrawals between rounds.

13. After six rounds, each Expansion Club will have selected thirty-six player contracts and each established Club will have lost six. Expansion Clubs must make all thirty-six selections provided by these rules. All selections are irrevocable.

14. The names of all players on the withdrawn contract lists are to be considered privileged material, and shall not be divulged by the League President or by the Expansion Clubs at any time before, during or after the meeting.

15. After all expansion selections have been made, established Clubs may, up to 48 hours after the procedure, assign to their Major League rosters contracts from their National Association affiliates up to a total of forty (40).

16. Assignment papers shall be executed by the established Clubs within 15 days after the allocation meeting.

17. All assignments of selected contracts shall be made by the Major League Club from whose eligible list the contracts were selected. If any selected contract is on the roster of a National Association club, the contract shall be assigned to the Major League Club, which shall then assign the contract to the Expansion Club.

18. Following the conclusion of the allocation meeting, the Expansion Clubs shall have National League priority on waiver claims until 30 days following the start of the next National League season. Priority between two Expansion Clubs shall be determined by lot.

19. Any disputes or controversies between Clubs involving the application or interpretation of the Player Allocation Plan and other related matters shall be submitted to the League President for final and binding determination in accordance with Section 5.3 of the National League Constitution.

### Major League Rule 5 Meeting

1. The Expansion Clubs will be permitted to select two (2) player contracts from clubs affiliated with National League Clubs at the Rule 5 Draft Meeting in 199\_\_ as provided by Major League Rule 5(c). Priority as between the Expansion Clubs shall be determined by lot, and shall be in the 27th and 28th positions in the draft. The provisions of Rule 5 and 6 shall cover the handling of any contracts selected under the third paragraph of Rule 5(c).

2. At the conclusion of the 199\_\_ Rule 5 Draft, for a period of twenty-four (24) hours, each Expansion Club will be given the option of purchasing, subject to the maximum player limit, the contracts of up to six (6) additional players who were subject to selection under Major League Rule 5(c) and who are on rosters of National Association clubs affiliated with National League Clubs. There shall be no more than one (1) contract purchased from any established Club's total minor league affiliates. The purchase price will be Fifty Thousand Dollars (\$50,000.00) per contract.

3. Expansion Clubs selecting a player contract under 1 or 2 above will not be required to offer the contract back to the National Association club prior to any Minor League assignment in 199\_\_, as provided for under Major League Rule 6(b).

### ATTACHMENT 11

#### Disabled Player Not on Disabled List—Assignment to National Association

The League Presidents will reissue the following bulletin, which will remain in effect during the term of this Agreement:

#### BULLETIN

Re: Assignment of Injured Players

Clubs may *not* assign the contracts of players while on the Disabled List. Players may *not* be reinstated from the Disabled List for purposes of assignment until they are ready to play. Players who are injured and not able to play may *not* be assigned to a National Associa-

tion club in lieu of placement on the Disabled List, except as provided in Article XIX (C)(1) of the Basic Agreement.

## ATTACHMENT 12

Charles P. O'Connor, Esquire  
General Counsel  
Major League Baseball  
Player Relations Committee  
350 Park Avenue  
New York, New York 10022

Dear Chuck:

This will confirm our understanding that Major League Rule 10 will be amended as follows, with all other provisions of the rules remaining the same:

### (a) DEFINITION

A waiver is a permission granted for certain assignments of player contracts or for the unconditional release of a Major League player (see also MLR 8). With regard to assignment waivers, such permission is granted for a specific period, noted in 10(f) below, and only after each Major League Club has been given the opportunity to accept the assignment of that player contract, and none has filed a claim requesting assignment of that contract.

....

(c)(5) When waivers are asked for (1) the second time on a player whose contract has been claimed once previously in the same waiver period (see 10(d) below), or (2) where waivers are requested for a proposed assignment to a National Association club without the right of recall (see 10(e)(2)(c), below), the waiver request shall state that it is irrevocable and that it may not be withdrawn in response to a claim by another Club.

(d)(3) In the event of one or more claims, the requesting Club, unless otherwise prohibited by these Rules, may notify its League President that it desires to withdraw a waiver request....

....

### (h) PENALTIES

The waiver rules are for the benefit of the players as well as the Clubs. No Club, therefore, shall solicit another Club, directly or indirectly,

to claim or not to claim a player on waivers or to withdraw a request that has been made, nor shall a Club otherwise act in concert with any Club or Clubs in the operation of the waiver system.

In addition to any remedy that players injured by a violation of this section (h) may be awarded by the Arbitration Panel, the Commissioner shall have authority to impose penalties for such conduct.

Sincerely,

Donald M. Fehr  
Executive Director and General Counsel  
Major League Baseball Players Association

### ATTACHMENT 13

This will set forth the understanding of the parties regarding the last paragraph of Article XX(A) of the Basic Agreement and, specifically, the exercise of free agency rights by Players on 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 XX, if otherwise qualified as set forth therein. Upon becoming a free agent, such Player shall automatically be removed from the Restricted or Disqualified List and reinstated to active status.

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 XX, but he shall not be eligible to sign or play with a new Club until removed from such List and reinstated to active status.

### ATTACHMENT 14

This will set forth the understanding of the parties regarding Article XX(A) of the Basic Agreement and, specifically, the obligations of Clubs to tender Contracts to and renew Major League Contracts of Players on 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 15

This will set forth the understanding of the parties regarding Article XX(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 XX(A)(2)(d), which provides that a Player will become a free agent if his Club fails to exercise its contract renewal rights, there being no prior Major League Contract to renew.

ATTACHMENT 16

Donald M. Fehr, Esquire  
Executive Director and General Counsel  
Major League Baseball Players Association  
805 Third Avenue  
New York, New York 10022

Re: Information Bank

Dear Don:

This is to confirm our understanding that during the term of this Agreement the Clubs will not operate an Information Bank with respect to free agents.

Sincerely,

Charles P. O'Connor  
General Counsel  
Major League Baseball  
Player Relations Committee

ATTACHMENT 17

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In The Matter Of Arbitration	)	
	)	
- between -	)	
	)	
Major League Baseball Players Association	)	Grievance No. 86-2
	)	
- and -	)	
	)	
The 26 Major League Baseball Clubs	)	

---

STIPULATION AND ORDER

The parties, the Major League Baseball Players Association (MLBPA) and the Major League Baseball Player Relations Committee, Inc. and its 26 member Clubs (PRC), stipulate and agree as follows with respect to the Club financial documents disclosed to the MLBPA pursuant to Chairman Thomas T. Roberts' discovery order of November 1, 1987:

1. The 8-10-8 reports, Club financial questionnaires and individual Club financial statements disclosed pursuant to Chairman Thomas T. Roberts' discovery order of November 1, 1987 shall herein be referred to as "the Documents." All notes, studies, analyses and other internal work product prepared by or for the MLBPA based in whole or in part on the Documents shall be referred to herein as "the Work Product."
2. The Documents shall be deemed to be confidential subject to the provisions of this Stipulation and Order.
3. The MLBPA acknowledges that the Clubs consider the Work Product to have elements of confidentiality about it. Accordingly, it will act reasonably and responsibly and with due regard for the privacy interests of the Clubs in making reports or communicating with its membership and the public regarding the Work Product.
4. The Documents shall be used solely for the purpose of litigating the remedial phase of this grievance and not for any other purpose whatsoever, including but not limited to any individual player contract negotiations not related to this grievance, or future negotiations for collective bargaining agreements between the MLBPA and the PRC.
5. The Documents may be disclosed only to the following persons:
  - (a) Outside attorneys retained in connection with this grievance by the MLBPA and their associated lawyers, legal assistants, secretarial, and clerical personnel who are engaged in assisting them in this proceeding;
  - (b) The MLBPA staff;
  - (c) Outside experts, including expert witnesses, economists, statisticians, accountants, and their clerical assistants who are engaged in assisting the MLBPA in litigating the remedial phase of this grievance;
  - (d) Individual players and their agents who are involved in the litigation of the remedial phase of this grievance.
6. The MLBPA will establish appropriate procedures to maintain orderly control over the Documents when in use by the MLBPA staff, outside attorneys, outside experts and individual players and their agents. The MLBPA will only give photocopies of the Documents to those described in Paragraph 5 above to the extent

necessary for the purpose of litigation of the remedial phase of this grievance, and will maintain a record of any such photocopies.

7. The Documents and all photocopies thereof shall be returned to the PRC within a reasonable period of time after the litigation of the remedial phase of this grievance is completed. The MLBPA shall be entitled to retain all Work Product.

8. Any of the Documents admitted into evidence in a hearing before the Chairman of the Arbitration Panel shall be filed in a sealed envelope with the notation that the contents are covered by this Stipulation and Order and that the envelope should not be opened by anyone other than the Chairman or a Member of the Panel.

9. All transcripts of hearings in which any of the Documents has been admitted into evidence or referred to in testimony shall be treated as confidential for ten (10) business days after receipt by the parties, during which time the confidential portions of that transcript, if any, may be designated. All transcript excerpts designated as confidential shall thereafter be regarded as confidential subject to the provisions of this Stipulation and Order. Any disputes about which portions of a hearing transcript should be treated as confidential shall be resolved by the Chairman of the Arbitration Panel.

10. In the event that any of the Documents is included in or attached to any brief or motion submitted to the Chairman of the Arbitration Panel, the Documents (but not the brief or motion) shall be kept under seal by the Chairman.

Stipulated and agreed to:

\_\_\_\_\_  
Attorney for the Major League  
Baseball Players Association

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney for the Major League  
Baseball Player Relations Committee

Dated: \_\_\_\_\_

So Ordered:

\_\_\_\_\_  
Thomas T. Roberts  
Chairman of the Arbitration Panel

Dated: \_\_\_\_\_

## ATTACHMENT 18

### Sale of Club

In all instances of the sale, trade, exchange or other change or transfer in the ownership of a franchise, all obligations owed to present or former Players arising under a Uniform Player's Contract shall be the obligation of the new ownership of such franchise.

## ATTACHMENT 19

Charles P. O'Connor, Esquire  
General Counsel  
Major League Baseball Player  
Relations Committee  
350 Park Avenue  
New York, New York 10022

Dear Chuck:

With respect to the scheduling of games, we have agreed as follows:

- (1) Copies of the tentative championship schedules are to be submitted to the Association for its review under Article V(B) of the Basic Agreement and the Leagues will use best efforts to include the times of games;
- (2) The Leagues will promptly notify the Association of proposed schedulings of exhibition games and proposed changes in the tentative championship schedules submitted to the Association for its review under Article V(B) of the Basic Agreement.

Sincerely,

Donald M. Fehr  
Executive Director and General Counsel  
Major League Baseball Players Association

## ATTACHMENT 20

Donald M. Fehr, Esquire  
Executive Director and General Counsel  
Major League Baseball Players Association  
805 Third Avenue  
New York, New York 10022

Dear Don:

This letter is to confirm our understanding that Kevin Hallinan, Major League Baseball's Director of Security, will make available Baseball's resident agents to meet with a designated player representative and

a Club representative for each of the Clubs to discuss certain issues related to family security at the ballparks, including but not limited to, player and family parking, family seating and security and family rooms.

Sincerely,

Charles P. O'Connor  
General Counsel  
Major League Baseball  
Player Relations Committee

#### ATTACHMENT 21

Donald M. Fehr, Esquire  
Executive Director and General Counsel  
Major League Baseball Players Association  
805 Third Avenue  
New York, New York 10022

Dear Don:

This is to confirm our understanding that MLR 6(a)(3), 6(f) and 10(c)(6) will be amended by changing the references that read "15 days before opening day" to read "20 days before opening day."

Sincerely,

Charles P. O'Connor  
General Counsel  
Major League Baseball  
Player Relations Committee

#### ATTACHMENT 22

Donald M. Fehr, Esquire  
Executive Director and General Counsel  
Major League Baseball Players Association  
805 Third Avenue  
New York, New York 10022

Dear Don:

This will confirm our understanding that Major League Rule 5(f)(1) will be amended as follows:

- (1) A player without previous professional experience who signs

with a Major League or National Association club as a free agent shall be subject to selection based on the following:

(A) if 18 years of age or under on the June 5 immediately preceding his signing, the player shall be subject to selection at the fourth selection meeting which follows the effective season of his first professional baseball contract;

(B) if 19 years of age or over on the June 5 immediately preceding his signing, the player shall be subject to selection at the third selection meeting which follows the effective season of his first professional baseball contract.

Sincerely,

Charles P. O'Connor  
General Counsel  
Major League Baseball  
Player Relations Committee

**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 championship season(s) covered by this contract except as the schedule of payments may be modified by a special covenant. Payment shall be made on the day the amount becomes due, regardless of whether the Club is "home" or "abroad." If a monthly rate of payment is stipulated above, it shall begin with the commencement of the championship



season (or such subsequent date as the Player's services may commence) and end with the termination of the championship season and shall be payable in semi-monthly installments as above provided.

Nothing herein shall interfere with the right of the Club and the Player by special covenant herein to mutually agree upon a method of payment whereby part of the Player's salary for the above year can be deferred to subsequent years.

If the Player is in the service of the Club for part of the championship season only, he shall receive such proportion of the sum above mentioned, as the number of days of his actual employment in the championship season bears to the number of days in the championship season. Notwithstanding the rate of payment stipulated above, the minimum rate of payment to the Player for each day of service on a Major League Club shall be at the applicable rate set forth in Article VI(B)(1) of the Basic Agreement between the American League of Professional Baseball Clubs and the National League of Professional Baseball Clubs and the Major League Baseball Players Association, effective January 1, 1990 ("Basic Agreement"). The minimum rate of payment for National Association service for all Players (a) signing a second Major League contract (not covering the same season as any such Player's initial Major League contract) or a subsequent Major League contract, or (b) having at least one day of Major League service, shall be at the applicable rate set forth in Article VI(B)(2) of the Basic Agreement.

Payment to the Player at the rate stipulated above shall be continued throughout any period in which a Player is required to attend a regularly scheduled military encampment of the Reserve of the Armed Forces or of the National Guard during the championship season.

### **Loyalty**

3.(a) The Player agrees to perform his services hereunder diligently and faithfully, to keep himself in first-class physical condition and to obey the Club's training rules, and pledges himself to the American public and to the Club to conform to high standards of personal conduct, fair play and good sportsmanship.

### **Baseball Promotion**

3.(b) In addition to his services in connection with the actual playing of baseball, the Player agrees to cooperate with the Club and participate in any and all reasonable promotional activities of the Club

and 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 his contract may be assigned by the Club (and reassigned by any assignee Club) to any other Club in accordance with the Major League Rules 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.

### **Medical Information**

6.(b) The Player agrees that, should the Club contemplate an assignment of this contract to another Club or Clubs, the Club's physician may furnish to the physicians and officials of such other Club or Clubs all relevant medical information relating to the Player.

### **No Salary Reduction**

6.(c) The amount stated in paragraph 2 and in special covenants hereof which is payable to the Player for the period stated in

paragraph 1 hereof shall not be diminished by any such assignment, except for failure to report as provided in the next subparagraph (d).

### **Reporting**

6.(d) The Player shall report to the assignee Club promptly (as provided in the Regulations) upon receipt of written notice from the Club of the assignment of this contract. If the Player fails to so report, he shall not be entitled to any payment for the period from the date he receives written notice of assignment until he reports to the assignee Club.

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

6.(e) Upon and after such assignment, all rights and obligations of the assignor Club hereunder shall become the rights and obligations of the assignee Club; provided, however, that

(1) The assignee Club shall be liable to the Player for payments accruing 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.(f) The Player shall be entitled to moving allowances under the circumstances and in the amounts set forth in Articles VII(F) and VIII of the Basic Agreement.

### **“Club”**

6.(g) All references in other paragraphs of this contract to “the Club” shall be deemed to mean and include any assignee of this contract.

## TERMINATION

### By Player

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

### By Club

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

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

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

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

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

### Procedure

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

(1) The Club shall request waivers from all other Major League Clubs. Such waivers shall be good for three (3) business 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 five (5) days after receipt of notice of such claim, the Player shall be entitled, by written notice to the Club, to terminate this contract on the date of his notice of termination. If the Player fails to so notify the Club, this contract shall be assigned to the claiming Club.

(5) If the contract is not claimed, the Club shall promptly deliver written notice of termination to the Player at the expiration of the waiver period.

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

### Regulations

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

### Rules

9.(a) The Club and the Player agree to accept, abide by and comply with all provisions of the Major League 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 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 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 ten (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 VI, Section D, of the Basic Agreement. Subject to the Player's rights as set forth in the Basic Agreement, the Club may renew this contract from year to year.

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

## **Governmental Regulation—National Emergency**

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

## **Commissioner**

12. The term "Commissioner" wherever used in this contract shall be deemed to mean the Commissioner designated under the Major League 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 and the Agreement Re Major League Baseball Players Benefit Plan effective April 1, 1990 and applicable supplements thereto fully set forth all understandings and agreements between them, and agree that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable, or of any effect whatsoever, unless expressly set forth in a new or supplemental contract executed by the Player and the Club (acting by its President or such other officer as shall have been thereunto duly authorized by the President or Board of Directors as evidenced by a certificate filed of record with the 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 or for a period of up to two years from the date of initial treatment for such injury, whichever period is longer, but only upon the express prerequisite conditions that (a) written notice of such injury, including the time, place, cause and nature of the injury, is served upon and received by the Club within twenty days of the sustaining of said injury and (b) the Club shall have the right to designate the 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.
3. The Club will furnish the Player with two complete uniforms, exclusive of shoes, unless the Club requires the Player to wear non-standard shoes in which case the Club will furnish the shoes. The uniforms will be surrendered by the Player to the Club at the end of the season or upon termination of this contract.
4. The Player shall be entitled to expense allowances under the circumstances and in the amounts set forth in Article VII of the Basic Agreement.

5. For violation by the Player of any regulation or other provision of this contract, the Club may impose a reasonable fine and deduct the amount thereof from the Player's salary or may suspend the Player without salary for a 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 and the Players Association. (See Article XII of the Basic Agreement.)
6. In order to enable the Player to fit himself for his duties under this contract, the Club may require the Player to report for practice at such places as the Club may designate and to participate in such exhibition contests as may be arranged by the Club, without any other compensation than that herein elsewhere provided, for a period beginning not earlier than thirty-three (33) days prior to the start of the championship season, provided, however, that the Club may invite players to report at an earlier date on a voluntary basis in accordance with Article XIV of the Basic Agreement. The Club will pay the necessary traveling expenses, including the first-class jet air fare and meals en route of the Player from his home city to the training place of the Club, whether he be ordered to go there directly or by way of the home city of the Club. In the event of the failure of the Player to report for practice or to participate in the exhibition games, as required and provided for, he shall be required to get into playing condition to the satisfaction of the Club's team manager, and at the Player's own expense, before his salary shall commence.
7. In case of assignment of this contract the Player shall report promptly to the assignee Club within 72 hours from the date he receives written notice from the Club of such assignment, 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 designated annually by the Commissioner. Players who participate in barnstorming during this period cannot engage in any Winter League activities. Player conduct, on and off the field, in connection with such post-season exhibition games shall be subject to the discipline

of the Commissioner. The Commissioner shall not approve of more than three (3) players of any one club on the same team. The Commissioner shall not approve of more than three (3) players from the joint membership of the World Series participants playing in the same game. No player shall participate in any exhibition game with or against any team which, during the current season or within one year, has had any ineligible player or which is or has been during the current season or within one (1) year, managed and controlled by an ineligible player or by any person who has listed an ineligible player under an assumed name or who otherwise has violated, or attempted to violate, any exhibition game contract; or with or against any team which, during said season or within one (1) year, has played against teams containing such ineligible players, or so managed or controlled. Any player violating this Rule shall be fined not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00), except that in no event shall such fine be less than the consideration received by such player for participating in such game.

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REVISED AS OF MAY 1990

**Appendix A**  
**RULES OF PROCEDURE**

**Grievance Arbitration Hearings Before  
The Arbitration Panel**

**1. Granting of Hearings.**

Hearings will be granted in all cases properly appealed to the Arbitration Panel unless the Parties by mutual agreement request a finding of facts and a decision based upon briefs submitted.

**2. Attendance at Hearings.**

Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitration Panel shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the Arbitration Panel to determine the propriety of the attendance of any other persons.

**3. Conduct of Hearings.**

Hearings will be conducted in an informal manner. The arbitration hearing shall be regarded as a cooperative endeavor to review and secure the facts which will enable the Arbitration Panel to make just decisions. The procedure to be followed in the hearing will be in conformity with this intent.

**4. Representation of Parties.**

A Player or Players may be accompanied by a representative of the Players Association who may participate in the hearing and represent the Player or Players. Any other Party may be accompanied by a representative who may participate in the hearing and represent such Party.

**5. Adjournments.**

The Arbitration Panel for good cause shown may adjourn the hearing upon the request of a Party or upon its own initiative, and shall adjourn when all the Parties agree thereto, provided that no adjournment hereunder shall exceed 10 days unless all Parties so agree.

## 6. Order of Proceedings.

The Arbitration Panel may, in its discretion, vary the normal procedure under which the initiating Party first presents his claim, but in any case shall afford full and equal opportunity to all Parties for presentation of relevant proofs.

## 7. Arbitration in the Absence of a Party.

The arbitration may proceed in the absence of any Party who, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a Party. The Arbitration Panel shall require the other Party to submit such evidence as it may require for the making of an award.

## 8. Evidence.

The Parties may offer such evidence as they desire and shall produce such additional evidence as the Panel Chairman may deem necessary to an understanding and determination of the dispute. The Panel Chairman shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the Parties except where any of the Parties is absent in default or has waived his right to be present.

## 9. Testimony.

All testimony shall be taken under oath or by affirmation. All witnesses whose testimony shall be introduced as evidence at the hearing shall be made available for cross-examination by the other Party. The Arbitration Panel may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as it deems proper after consideration of any objections made to its admission.

## 10. Stenographic Record.

The Arbitration Panel will make the necessary arrangements for the taking of an official stenographic record of the testimony whenever such a record is deemed necessary by it or it is requested by either Party. The cost of such record shall be borne equally by the Parties unless, at the opening of the hearing, both the Panel Chairman and the other Party indicate their desire not to receive a copy of the transcribed record, in which case the entire cost shall be borne by the requesting Party.

### **11. Closing of Hearings.**

The Panel Chairman shall inquire of all Parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Panel Chairman shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final filing date set by the Panel Chairman.

### **12. Reopening of Hearings.**

At any time before the award is made the hearings may be reopened by the Arbitration Panel on its own motion, or on the motion of either Party for good cause shown.

### **13. Issuance of Decision.**

Two signed copies of the Arbitration Panel's written decision will be provided to each Party.

### **14. Settlement by the Parties.**

When cases appealed to the Arbitration Panel are thereafter settled by agreement between the Parties, either prior to or after the arbitration hearing, the Arbitration Panel shall be so notified promptly by the Party which appealed the case. The Arbitration Panel shall thereupon treat the case as closed, and shall have no obligation to render a decision or further process the Grievance.

### **15. Expenses.**

The expenses of witnesses, counsel and the like for either side shall be paid by the Party producing such persons.

### **16. Communication with the Panel Chairman.**

Copies of all written communications sent by a Party to the Panel Chairman in connection with arbitration cases shall immediately be made available to the other Party. There shall be no oral communication by a Party with the Panel Chairman in connection with arbitration cases unless the other Party or his representative is present.

### **17. Commissioner and Article XI(C) Hearings.**

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