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2023–2027 MINOR LEAGUE BASIC AGREEMENT

This Agreement, effective March 30, 2023, is between the 30 Major League Clubs and the Major League Baseball Players Association (hereinafter referred to as the "Players Association" or the "Association").

In making this Agreement, the Association represents that it contracts for and on behalf of all players employed by a Club and signed to a current Minor League Uniform Player Contract, but excluding players who (i) are members of the Association's existing bargaining unit of Major League players (i.e., players on a 40-man roster of a Major League Club or on one of its Major League injured or other inactive lists), (ii) are assigned to a Minor League located entirely outside of the United States and Canada, (iii) have been on a Minor League inactive list for over two years, or (iv) are on the voluntarily retired list ("Minor League Players" or "Players") and individuals who may become Minor League 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 or Minor 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 Minor League 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 Minor League Players, and individuals who may become Minor 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 (i) for Non-First-Year Players, compensation subject to the limitations set forth in Article III(B) and (ii) the Special Covenants expressly delineated in Article III(B).

ARTICLE III—Uniform Player Contract

Appendix A sets forth the form of the new Minor League Uniform Player Contract, which shall be utilized for all new contracts entered into between Clubs and Minor League Players (as defined in the Preamble of this Agreement) during the term of the Agreement (hereinafter, the "Minor League UPC", "UPC", or "Contract"). Appendix A is incorporated herein by reference and made a part hereof.

During the term of this Agreement, no form of contract other than the Minor League UPC shall be utilized for new contracts between Clubs and Minor League Players.

All existing Minor League contracts between Clubs and Minor League Players (i.e., contracts between Minor League Players and Clubs entered into prior to March 30, 2023) ("Existing Contracts") shall remain in full force and effect, consistent with the terms therein; provided, however, that should the provisions of any Existing Contract conflict with the terms of the Minor League UPC in Appendix A or this Agreement, the terms of the Minor League UPC or this Agreement (as applicable) shall govern, except (i) for the term of the contract (including the years remaining on the Existing Contract under its terms), and (ii) as otherwise agreed to by the Parties. Copies of Appendix A shall be delivered to each Minor League Player with an Existing Contract, and, subject to the exceptions identified in the preceding sentence, shall become part of the Player's contract without any formal execution thereof by Club or Player. For the avoidance of doubt, except at the voluntary election of the Office of the Commissioner or the Clubs. the UPC and the other terms herein shall not apply to players outside of the Minor League Player bargaining unit because they are assigned to a minor league entirely outside of the United States or Canada (i.e., the Dominican Summer League), including but not limited to international amateur players who are covered by Major League Rule 3(a)(1)(B) and whose initial assignment under their first-year player contract is to the Dominican Summer League ("Non-Unit Player").

During the term of the Agreement, any Non-Unit Player shall be treated as a Player on an Existing Contract (i.e., he shall be subject to the terms of the Agreement and the UPC except with respect to the remaining term of their contract and as set forth in Attachment 24) immediately upon any assignment of that Non-Unit Player to a domes-

tic minor league or level (resulting in the player qualifying as a Minor League Player and a member of the bargaining unit).

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.

A. Term

(1) First-Year Contracts

The term of all Minor League UPCs between a Club and a Player who has never before signed a Major League or Minor League Contract (excluding "Foreign Professionals" as defined in Major League Rule 3(a)(1)(c)) ("First-Year Contracts") shall be seven (7) championship seasons, unless the Player is 19 years of age or older on the June 5 immediately preceding the Player's signing, in which case the term of the First-Year Contract shall be six (6) championship seasons. This provision shall apply to all First-Year Contracts entered into after March 30, 2023, and shall not affect the stated term of any Existing Contracts.

(2) Non-First-Year Contracts

The term of all Minor League UPCs between a Club and a Player who has previously signed a Major League or Minor League Contract or who qualifies as a "Foreign Professional" under Major League Rule 3(a)(1)(c) ("Non-First-Year Contracts") shall be the number of championship seasons agreed upon by Club and Player and included in Addendum A of such Contract, subject to the limitations set forth in Article III(B)(2)(d) below.

(3) Crediting Seasons

A Player will be credited with a championship season for purposes of determining the remaining term of the Player's Contract if the Player spends at least one (1) day during the championship season on a Club's Minor League Active List, Minor League Injured List, or Minor League Development List; provided, however, that a Player shall not be credited with a championship season for the purposes of this Article for any championship season during which the Player is properly placed on the Restricted List for a total of 14 days or more for failing to report to his Club, abandoning his Club, or

otherwise intentionally refusing to perform services. For the avoidance of doubt, a Player may not be credited with more than one championship season for purposes of this Article per calendar year, and a Player shall not be credited with a championship season during any year in which the Player is on either the Major League Active List, the Major League Injured List or other Major League Inactive List (or combination of the foregoing) for the entire season.

B. Permissible Special Covenants

Except as set forth expressly in (B)(1) or (2) below, no other Special Covenants or alterations to the Minor League UPC shall be permitted. Any Minor League UPC that contains a Special Covenant other than those expressly permitted in (B)(1) or (2) below shall not be approved.

(1) First-Year Contracts

First-Year Contracts may not include any Special Covenants except those expressly permitted in Major League Rule 3(c)(5).

(2) Non-First-Year Contracts

Clubs and Players may negotiate the following compensation terms and Special Covenants to be included in Non-First-Year Contracts:

- (a) A salary rate for the championship season only that is higher (but not lower) than the fixed scale set forth in Article VII, provided that the salary rate does not exceed \$8,400 per week;
- (b) Guaranteed payments, including a signing bonus or termination pay, that do not total in excess of \$100,000;
- (c) No more than three (3) clauses obligating the Club to release the Player if the Player is not added to the Major League roster as of a specific date; and no more than three (3) clauses providing for the Player to be assigned to the Major League roster of another Club if the Player is not added as of a specific date;
- (d) A term that covers no more than two championship seasons (provided, however, that any Contract with a term of two championship seasons must set forth the salary rate for Player's services during the championship season in each year prior to approval of the Contract by the Office of the Commissioner);

- (e) Terms that would be included in the Player's Major League Uniform Player's Contract (hereinafter, the "Major League UPC" or "Major League Contract") if the Player is added to the Major League roster, provided that the total compensation, award bonuses, and performance bonuses provided in such Major League terms do not exceed more than \$4 million in total;
- (f) A covenant providing for rent-free housing and/or a Player's own hotel room on the road (at the team hotel); provided, however, that the value of any such rent-free housing (as determined by the Club's actual cost of providing comparable housing to Players in the relevant city) shall count toward the maximum salary as set forth in Article III(B)(2)(a) above;
- (g) A covenant allowing Player to negotiate a contract with a foreign team;
 - (h) A covenant providing the Player with an interpreter; and
- (i) A covenant providing that, "Player shall receive an invitation to the Club's Major League Spring Training Camp and shall be afforded the same benefits of a Major League 40-man Roster Player related to housing and meal allowance while participating in Major League Camp."

(3) Circumvention

No Club and Player shall enter into any Special Covenant that is intended to, or could have the effect of, circumventing the reserve system contained in the Major League Basic Agreement or any reserve or roster limits set forth in the Minor League Basic Agreement, the Major League Basic Agreement or the Major League Rules; or that is designed to frustrate the waiver claim process set forth in the Major League Rules.

ARTICLE IV—Negotiation and Approval of Contracts

A. Negotiation

A Player, if he so desires, may designate an agent to conduct on his behalf, or to assist the Player in, the negotiation of an individual salary and/or Special Covenants to be included in the Player's Uniform Player Contract with any Club. If during the term of this Agreement

the Association amends its regulations governing Player Agents to require Association certification prior to the negotiation of a Minor League UPC (including any Special Covenants thereto), only those agents whom the Association has certified may act as a Player Agent for such purposes.

If during the term of this Agreement the Association amends its regulations governing Player Agents to require Association certification prior to the negotiation of a Minor League UPC (including any Special Covenants thereto), the Association shall provide the Office of the Commissioner with a comprehensive list of the certified Player Agent(s) whom each Minor League Player has designated to act on his behalf for the purposes described in this Article IV. The Association also shall provide the Office of the Commissioner with any changes to such Minor League Player Agent designations on a monthly basis.

If the Association has notified the Office of the Commissioner that a Player has designated a certified Player Agent or Agents to act on his behalf for the purposes described in this Article IV, no Club may negotiate or attempt to negotiate an individual salary and/or Special Covenants to be included in a Minor League UPC with any Player Agent(s) other than such Player Agent(s). No agent designation shall be considered effective unless it was transmitted from the Association to the Office of the Commissioner.

B. Approval

(1) Effective Date

All Contracts entered into between Minor League Players and Clubs during the term of the Agreement shall be effective immediately upon approval of the Contract by the Commissioner's Office, and must include in Addendum A thereto the level or affiliate to which the Player will be initially assigned.

(2) Approval

Upon execution of Contract by the Club and Player, the Club promptly shall submit the Contract to the Commissioner for approval. Within 20 days of receipt, the Commissioner shall approve or disapprove the Contract (with notice to the Association), or provide the Association with a written explanation of why the Contract has not been approved. This period is extended to 30 days

if a Contract is received by the Commissioner between February 15 and April 15. Within 10 days after the Commissioner is to provide an explanation of why a Contract has not been approved, the Commissioner shall approve or disapprove the Contract. Any Grievance challenging the Commissioner's conduct under this Article shall be handled by the Parties on an expedited basis with documents being exchanged within 10 days of the filing of the Grievance, a hearing commencing within 15 days of the filing of the Grievance and the Panel issuing an Award (with an opinion to follow, if necessary) no later than 15 days following the commencement of the hearing. The Office of the Commissioner will provide copies of all newly signed and approved Minor League UPCs, as well as contracts not yet approved or disapproved by the Commissioner, to the Association upon its request.

ARTICLE V—Scheduling

The Office of the Commissioner will attempt to minimize the miles traveled by Clubs over the course of the Minor League championship season. Each year, copies of the tentative championship schedules for all levels of the domestic Minor Leagues (AAA, AA, A+, A, and Complex) for the next ensuing season shall be submitted to the Association for review as soon as practicable. The Association shall complete its review of the tentative schedule within five (5) days, at which point, after considering any feedback from the Association in good faith, the Office of the Commissioner may publicly release (or authorize others to release) the schedules. Thereafter, the Office of the Commissioner will notify the Association of games times (when available), and any changes in the tentative championship schedules submitted to the Association above.

ARTICLE VI—Minor League Schedule and Off-season Calendar

A. Championship Season

(1) Minimum Championship Season Length

Subject to and without waiver of the Clubs' or the Commissioner's rights under the Minor League UPC (see, e.g., Paragraph 23) or elsewhere, for the duration of the Agreement, the Office of

the Commissioner shall not schedule a championship season shorter than the applicable minimum for that level in the table below without prior approval from the Association, which approval shall not be unreasonably withheld, provided that Players assigned to that level at the end of the championship season shall be paid at the applicable weekly rate for that level for the difference between the actual length of that scheduled championship season and the minimum season length for that level in the table below.

Level	Min. Season Length
AAA	24 weeks
AA	23 weeks
A/A+	22 weeks
Rookie	16 weeks

The championship season at the Rookie level ("Rookie Season") shall be comprised of Extended Spring Training and the Rookie/Complex League. The Rookie Season shall begin on the first day of the Single-A championship season and continue for no fewer than 16 weeks. Notwithstanding the duration of the Rookie Season, no Player may be credited with days towards a "season of service" for purposes of Major League Rule 7(c) based on time assigned to a Club's Complex during the Rookie Season except for during the Rookie/Complex League (i.e., Extended Spring Training shall not be considered in the calculation of a season of service for purposes of Major League Rule 7(c)).

B. Spring Training

Spring Training shall begin on the first voluntary reporting date for Major League Spring Training contained in Article XIV(A)(1) of the Major League Basic Agreement and end the day before the first day of the championship season of the Minor League affiliate to which the Player is assigned.

Clubs, at their discretion, may require Minor League Players to report to Spring Training beginning as early as the first voluntary reporting date for Major League Spring Training contained in Article XIV(A)(1) of the Major League Basic Agreement and to remain at Spring Training

from their designated report date until the start of their championship season.

C. Off-season Training Periods

The Fall Training Period shall begin the day after the last day of a Minor League Player's championship season (and any post-season games) and shall end the Friday before Thanksgiving. The "Winter Training Period" shall begin the second day of January and end the day before the first voluntary reporting date for Spring Training contained in Article XIV(A)(1) of the Major League Basic Agreement.

(1) Players Invited to Report to a Club Facility for Off-season Training or Rehabilitation

Clubs may invite Minor League Players to report to a Club facility to perform in-person training or rehabilitation for part or all of the Fall Training Period and/or the Winter Training Period. A Minor League Player who accepts an invite from his Club to report to a Club facility for training or rehabilitation shall be considered an "Off-season On-site" Player, for purposes of Article VII. For the avoidance of doubt, a Player who voluntarily requests and is granted access to a Club facility (such as a Spring Training complex) to train or work out during the off-season shall be considered an "Off-season Off-site" Player (see Article VI(C)(2) below).

(2) Players Who Do Not Perform On-site Activities During the Off-season

During any period in the Fall Training Period, the Winter Training Period, or Spring Training that a Player is not invited or directed to report to a Club or Club-designated facility (or declines such an invite during the Fall or Winter Training Periods), that Player shall be paid the applicable fixed weekly salary rate for "Off-season Off-site" (see Article VII below), but shall not be entitled to housing or meals. A Club may not request, direct, or require any such Player to perform more than 10 hours of activities in a given week.

(3) Dead Period

The Dead Period shall begin the Saturday before Thanksgiving and shall end the first day of January.

Clubs may not request, direct, or require Minor League Players to perform any activities (other than necessary injury rehabilitation, which shall be performed in the Player's home city, if possible), at any location, during the Dead Period. Players shall not receive any salary, housing, or meals during the Dead Period (except for Players rehabilitating from injury at a Club facility, who shall be eligible for the housing set forth in Article XI(C) below and Club-provided meals consistent with Article XIII(A) or a reasonable meal reimbursement).

ARTICLE VII—Salaries

A. Championship Season

All Minor League Players playing under their first Minor League UPC (except for Foreign Professionals, as defined in the Major League Rules) shall be paid according to the following fixed salary scale for service during the championship season (unless a different salary is required by the Major League Basic Agreement).

Level	2023	2024	2025	2026	2027
AAA	\$1,200	\$1,200	\$1,225	\$1,250	\$1,275
AA	\$1,000	\$1,000	\$1,020	\$1,040	\$1,060
A+	\$900	\$900	\$920	\$935	\$955
A	\$850	\$850	\$870	\$885	\$905
Rookie	\$675	\$675	\$700	\$710	\$720

B. Spring Training

All Minor League Players shall be paid the following weekly salary rate during the duration of their stay at Spring Training; provided, however, that no Minor League Player shall receive less than four weeks of salary (at the Spring Training Salary Rate) for the Spring Training period, unless (i) the Player requests (and the Club consents) to the Player reporting less than four weeks prior to the start of the championship season; (ii) the Player is under contract with the Club for less than four weeks during the Spring Training period; or (iii) the Player was assigned to a domestic roster for the first time in his career after March 1:

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2024—at the rate per week of $625;
2025—at the rate per week of $650;
2026—at the rate per week of $660;
2027—at the rate per week of $670.
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Notwithstanding the foregoing, no Player who is (i) on a Major League Contract (e.g., outrighted players) or (ii) assigned to Major League Spring Training and receiving the Spring Training allowances set forth in Article VII(C)(1) and (2) of the Major League Basic Agreement shall receive any salary; provided, however, that a Player who is not on a Major League Contract and who is initially assigned to Major League Spring Training, but then is later re-assigned to Minor League Spring Training, shall become eligible for the Spring Training Salary Rate effective upon such re-assignment and for the remainder of his stay at Spring Training to the extent the Player was not eligible for salary while assigned to Major League Spring Training.

C. Off-season Training Periods

(1) Players Invited to Report to a Club Facility for Off-season Training or Rehabilitation

A Minor League Player who accepts an invite from his Club to report to a Club facility for training or rehabilitation (an "Off-season Invitee") shall be entitled to the applicable fixed weekly salary rate for "Off-season On-site" according to the salary scale below during any such period(s). Notwithstanding the foregoing, no Player who is on a Major League Contract (e.g., outrighted players) shall be entitled to any salary for Off-season On-site training or rehabilitation.

For the avoidance of doubt, a Player who voluntarily requests and is granted access to a Club facility (such as a Spring Training complex) to train or work out during the off-season shall not be considered an Off-season Invitee (and therefore shall not be entitled to the Off-season On-site salary rate set forth below) but rather shall be covered by subsection C(2) below.

(2) Players Who Do Not Perform On-site Activities During the Off-season

During any period in the Fall Training Period, the Winter Training Period, or Spring Training that a Player is not invited or directed

to report to a Club or Club-designated facility (or declines such an invite during the Fall or Winter Training Periods), that Player shall be paid the applicable fixed weekly salary rate for "Off-season Off-site" according to the salary scale below during any such period(s).

	2023	2024	2025	2026	2027
Off-season On-site	\$625	\$625	\$650	\$660	\$670
Off-season Off-site	\$250	\$250	\$255	\$260	\$265

- (3) Notwithstanding the foregoing, no Player who is on a Major League Contract (e.g., outrighted players) shall be entitled to any salary for Off-season Off-site training or rehabilitation.
 - (4) Players Who Participate in the Arizona Fall League

Minor League Players shall be compensated at the Double-A inseason rate when participating in the Arizona Fall League.

D. Payment Schedule

Each Club shall have the discretion to establish its schedule for the payment of salaries to Minor League Players (e.g., bi-weekly or semi-monthly, with up to a seven-day lag); however, the Office of the Commissioner shall provide the Association with a list of each Club's chosen payment schedule.

ARTICLE VIII—Restrictions on Additional Compensation

Clubs may not provide any additional monetary or non-monetary benefits beyond what is set forth in the Minor League Basic Agreement.

ARTICLE IX—Domestic Reserve List

The maximum number of Minor League Players that a Major League Club may have on its Domestic Reserve List shall remain status quo (i.e., 180 during the season and 190 during the off-season) through at least the end of the 2023 Minor League season (and post-season). Thereafter, during the term of this Agreement, the Office of the Commissioner shall have the right, upon notice to the Association, to amend the Major League Rules to increase or decrease the Domestic Reserve List limits; provided, however, that the maximum number of players that a Major

League Club may have on its Domestic Reserve List shall not be decreased by more than 15 (i.e., 165 during the season and 175 during the off-season). The conditions under which players count against the Domestic Reserve List shall not be amended during the term of this Agreement absent agreement of the Office of the Commissioner and the Players Association. For the avoidance of doubt, the Minor League Club Active List limits shall be as set forth in Major League Rule 2(b)(3).

ARTICLE X—Assignments

A. Assignment to a Roster

All Minor League Players, as well as any Players signed to an active Minor League playing contract who are in the United States or Canada at the direction of their Club (except for short-term visits for non-base-ball activities, such as physical examinations or other medical care, rehabilitation, contract signings, promotional or educational activities, etc.) must be assigned to one of their Club's domestic rosters (i.e., Triple-A, Double-A, High-A, Single-A, or Rookie) at all times. All other players signed to an active Minor League contract must be assigned to their Club's Dominican Republic Summer League/Complex ("DSL") roster at all times.

B. Assignments from Domestic Roster to DSL Roster

Any assignment of a Minor League Player from a domestic roster to a DSL roster must be approved by both the Office of the Commissioner and the Players Association, which approval may be withheld only where the purpose of the assignment is to deprive the Player of salary or other benefits under his Minor League UPC or the Minor League Basic Agreement.

C. Assignments of Players on Injured List

(1) In-season

There shall be no assignment or transfer of a Player by a Club to a Minor League affiliate of a different classification while such Player is on an Injured List. Players may not be reinstated from the Injured List for purposes of assignment or transfer to a Minor League affiliate of a different classification until they are able to play. A Player on an Injured List may be directed to a lower classification to participate in games as part of a rehabilitation assignment; provided, however, that such Player shall be treated as remaining at the same Minor League classification for purposes of salary and any other related benefits.

(2) Off-season

A Player who finishes the season on an Injured List may be assigned to a different classification during the off-season, provided that if, as of the commencement of the next championship season, that Player remains under the same Minor League UPC and has not been cleared to play in games by his Club's medical staff as a result of the same injury that caused his original placement on the Injured List through the end of the prior season, he must be returned to the Injured List at the same classification at which he ended the prior season.

ARTICLE XI—Housing

The housing standards set forth herein shall become effective in 2024. For the remainder of the 2023 calendar year, Clubs shall make reasonable efforts to comply with these standards. The Office of the Commissioner shall provide the Association with information describing the Spring Training and championship season housing accommodations eligible Minor League Players will receive during the upcoming season, by November 1 and February 1, respectively. Where practicable, this information shall include the names and addresses of the proposed accommodations, as well as floor plans and/or photographs where available.

Any complaints that housing accommodations do not comply with this Article XI shall as an initial matter be raised by the Association to the Commissioner's Office, which will in turn informally investigate any such complaints and report back to the Association on what it learns. Wherever possible, the Parties will attempt to avoid Grievances on this subject by making every reasonable effort to resolve any valid complaints quickly, efficiently and collaboratively.

A. Eligibility

During Spring Training, the championship season, the post-season, and any period during the off-season when a Player is invited to or required

to report (and does report) to a Club facility for training or rehabilitation, Minor League Players shall be provided with rent-free housing or lodging accommodations, subject to the standards and specifications below based on when and where the Player is assigned. Notwithstanding the foregoing or anything else herein, players with an existing Major League UPC (e.g., optioned players, outrighted players, Major League players on a rehabilitation assignment, etc.) or Minor League Players earning a weekly salary rate of \$4,666.67 (or more) for the level to which the Player is assigned shall not be eligible to receive the Club-provided housing accommodations described below, except as expressly set forth in Article XI(C) below. A Player who is ineligible for Club-provided housing based on the above is permitted to negotiate for Club-provided housing as a Special Covenant in his Minor League UPC subject to Article III(B).

B. PDL Housing

During the championship season and post-season (as applicable), eligible Minor League Players shall be provided with rent-free housing accommodations while assigned to any PDL level (i.e., Triple-A, Double-A, High-A, Single-A) other than PDL Clubs located at Spring Training Complexes (which are governed by Section C below) ("PDL Housing") that meets the following standards.

(1) Category

Except as otherwise set forth herein, PDL Housing options shall be either apartments or homes, and the use of host families and hotels shall be prohibited other than as expressly contemplated in subsections B(13) and (14) below.

(2) Location

All housing accommodations must be located at a reasonable, commutable distance from the ballpark.

(3) Standard Rooms

Housing accommodations shall include, at a minimum, a bedroom, bathroom, kitchen, and shared living space. For the avoidance of doubt, single-occupancy studio apartments with kitchens, provided that there is an on-site shared living space, shall be permissible.

(4) Sleeping Accommodations

Bedrooms must contain a single bed per Player, and there shall be no more than two beds per bedroom; however, at the Triple-A and Double-A levels, there shall be no more than one bed per bedroom.

(5) Appliances

Housing accommodations shall include typical appliances (i.e., refrigerator, microwave, oven, stovetop). Additionally, such accommodations should include air conditioning and/or heating where necessary based on the climate of a given location while Players are housed in such accommodations.

(6) Furnishings

Housing accommodations must be fully furnished with large furniture (i.e., table and chairs, sofa, TV), as well as smaller furnishings (i.e., cookware, utensils, linens, towels).

(7) Utilities

Players shall not be responsible for basic utility bills, including electricity, water, gas, sewage, trash, recycling, and Wi-Fi; however, Players will be responsible for bills associated with cable or subscription providers (e.g., Netflix, etc.).

(8) No Leases

Players shall not be required to sign leases or utility agreements for any Club-provided living arrangements.

(9) Right to Opt-Out

Players shall always have the right to opt out of the Club-provided PDL Housing arrangement, at their expense, provided they give the Club as much advance notice of their intent to opt out as possible. If a Player's Club-provided PDL housing option requires the Player to share a bedroom, the Player shall be permitted to opt out of Club-provided housing and receive a lodging stipend of no less than \$50 per night (but no more than the amount the Player's Club can demonstrate it would otherwise have paid for the Player's housing accommodations), provided the Player notifies the Club of his intention to opt out by no later than November 1 of the preceding

year. In the event the Player notifies the Club after November 1, providing such stipend shall be a matter of Club discretion and should be primarily dependent on whether or not the Club has already secured housing accommodations. Notwithstanding the foregoing, a Player who meets the above criteria and is signed to a Minor League UPC after November 1 shall have the right to opt out and receive a lodging stipend under this provision as long as he informs the Club of his intent within 48 hours of the approval of the Contract.

(10) Additional Fees/Costs

Clubs may establish their own practices for reconciling any damage or excessive use of utilities and cleaning fees caused by Players in Club-provided housing. However, under no circumstance may a Club require a Player to pay, by payroll deduction or otherwise, any portion of the cost for meeting the minimum standards set forth herein.

(11) Players with a Spouse and/or Children

Players must notify their Club by November 1 that they desire housing for the forthcoming season that permits their spouse and/or children to cohabitate with them during the entire championship season. The Club shall accommodate such request by offering, at its election, either to: (i) provide a Player and spouse with a private bedroom, or provide a Player with children a private dwelling with at least two bedrooms (i.e., no other Players living in the unit with children); or (ii) provide the Player with a housing stipend equal to the actual average monthly rent paid by the Club for a Player without a spouse (or children) assigned to the same PDL affiliate (but no less than \$50 per night). If a Player declines the option provided by the Club, the Player shall be treated the same as a Player without a spouse or children for purposes of PDL Housing. In the event a Player provides such notice after November 1, accommodating the request shall be a matter of Club discretion. Notwithstanding the foregoing, a Club shall be obligated to accommodate such request for a Player who meets the above criteria and is signed to a Minor League UPC after November 1, provided that he notifies the Club within 48 hours of the approval of the Contract.

(12) Club Discretion

Clubs may establish their own policies regarding guests; provided, however, that where Players are living with roommates in a shared space, Club policies shall recognize the right of each Player to enjoy his accommodation with minimal disruption from guests. If a Player with a spouse and/or children does not notify a Club of his desire to cohabitate with his spouse and/or children in accordance with subsection B(11) above, or declines the accommodation offered by the Club, the Player must abide by any policy regarding guests set by the Club. Clubs also may establish policies about pets, firearms, and alcohol on the premises. In the event the owner of a property has policies more stringent than Club policies, the owner policies shall apply.

(13) Extended-Stay Hotels

To the extent apartments or homes are not feasible at a PDL level, Clubs may provide extended-stay hotel rooms, provided that (i) such accommodations satisfy the minimum hotel standards set forth in Article XII(D), (ii) the accommodations are comparable to a typical extended-stay property (i.e., kitchen with refrigerator and microwave), (iii) Players are not required to check out of their rooms for road trips, and (iv) the extended-stay hotel is approved in advance by the Association.

(14) Short-Term Housing

In the event of temporary stays (e.g., Minor League rehab assignments) or transitional periods (e.g., awaiting housing availability after a player transfer), Clubs may provide hotel rooms that satisfy the minimum hotel standards set forth in Article XII(D); provided, however, that Clubs shall attempt to limit the time a Player is assigned to such short-term housing, and in no event shall such short-term housing be utilized for longer than 14 days.

(15) Notice

For purposes of any notice requirement in this subsection, the Players Association may provide the Office of the Commissioner with the applicable notice on the Player's behalf. The Office of the Commissioner will provide the Players Association by no later than October 15 of each season the Single-A and High-A PDL Clubs that

do not intend to provide Players with their own bedroom for the following season for purposes of subsection B(9) above. The Players Association will provide to the Commissioner's Office no later than November 1 the names of any Player that it believes (i) intend to opt out of a shared bedroom in accordance with subsection B(9) above, and (ii) desire an accommodation for a spouse and/or children for the following season in accordance with subsection B(11) above. The Parties will meet and confer to develop an opt-out election form to be used by all 30 Clubs with Players who sign a Minor League UPC after November 1.

C. Spring Training Complex Housing

During extended Spring Training, the regular season, and the post-season (as applicable), eligible Minor League Players shall be provided with housing accommodations consistent with the below while assigned to the Spring Training Complex (including while assigned to PDL Clubs located at Spring Training Complexes).

During Spring Training and the off-season (e.g., Arizona Fall League, training camps, etc.), any Minor League Player who is invited to or required to report (and does in fact report) to the Spring Training Complex (regardless of their in-season weekly salary rate and including those with existing Major League UPCs) shall be provided with housing accommodations consistent with the below. Notwithstanding the foregoing, any Minor League Player who is assigned to Major League Spring Training (and receiving the Spring Training allowances set forth in Article VII(C)(1) and (2) of the Major League Basic Agreement) shall not receive Club-provided housing during such time; provided, however, that a Player who is initially assigned to Major League Spring Training, but then later re-assigned to Minor League Spring Training ("Re-assigned Player"), shall become eligible for Clubprovided housing effective upon such reassignment and for the remainder of his stay at Minor League Spring Training to the extent the Player was not eligible for housing while assigned to Major League Spring Training.

(1) Category

Housing accommodation options at the Spring Training Complex shall include hotel rooms, provided that such accommodations satisfy the minimum hotel standards set forth in Article XII(D), and dormitory-style housing that must contain a single bed per player, and there shall be no more than two beds per bedroom. Dormitory-style housing must be well-maintained with regard to cleanliness and safety of such living quarters. To the extent hotels or dormitory-style housing are not feasible at a given Spring Training Complex, Clubs may provide apartments or homes, provided that such accommodations satisfy the PDL Housing standards set forth above in Article XI(B).

(2) Right to Opt-Out

Players shall always have the right to opt out of the Club-provided Spring Training Complex housing arrangement, at their own expense, provided they give the Club as much advance notice of their intent to opt out as possible. During Spring Training, Reassigned Players, Players who have at least 30 days of combined service at the Double-A and/or Triple-A levels, and Players who are projected by their Club to be assigned to the Double-A level or above on Opening Day of the upcoming championship season shall be guaranteed a lodging stipend if they opt out. Clubs shall always be permitted to voluntarily provide a lodging stipend to Players who opt out and do not qualify for a stipend under this provision provided its policy is in writing and specifies the categories of Players who may opt out of Spring Training Complex housing arrangements with a stipend, the amount of the stipend, and the periods of the year that the policy covers. The amount of all lodging stipends under this provision shall be a matter for Club discretion, provided the stipend is no less than \$50 per night (but no more than the amount the Club can demonstrate it would otherwise have paid for the Player's housing accommodations).

D. Right to Privacy

Players' privacy shall be respected. Absent exigent circumstances involving a threat to the safety or well-being of Players or third-parties, Clubs shall conduct inspections of rooms or otherwise access Player housing or lodging only when the occupants of the premises are present.

ARTICLE XII—Transportation and Hotels

A. Daily Transportation

Clubs shall ensure that any time Minor League Players at the Rookie, Single-A and High-A levels are living in Club-provided housing that is not walking distance from the ballpark (except during participation in the Arizona Fall League), they will have a transportation option from that housing to the ballpark, and back, each day, as follows.

(1) Transportation Coordinator

Each Club shall designate an individual (e.g., clubhouse staff, coach, trainer, etc.) at each of its Rookie, Single-A and High-A levels who will be responsible for ensuring that each Player assigned to that level has a suitable transportation option ("Transportation Coordinator"). The Transportation Coordinator will discuss with each Player who reports to that level the options for commuting to the ballpark and back each day and will confirm how each Player intends to get to the ballpark and back. During the championship season, the Transportation Coordinator will also follow up periodically with Players to confirm that they continue to have a safe and reliable transportation option available to them.

(2) Players with Vehicles/Carpooling

Players with vehicles may be asked by their Club to allow other Players who do not have a vehicle to ride with them to and from the ballpark. The Transportation Coordinator shall facilitate arranging these carpools. In no event, however, will a Transportation Coordinator arrange a carpool where each Player does not have his own seat (with a seatbelt) in the vehicle.

(3) Transportation Provided by Club or PDL Affiliate Staff Members

The Club may arrange for other personnel of the Club or PDL affiliate to provide Players with rides to and from the ballpark. Players will sign a liability waiver approved by the Players Association, upon request, if transportation is provided by an employee of the Club or PDL affiliate.

(4) Player Cooperation

Players must provide reasonable cooperation with any Club-arranged transportation, including arriving at a designated time and/or pick-up location within walking distance of their Club-provided housing. Players with vehicles agree to cooperate with reasonable requests to give other Players rides to and from the ballpark (see subsection A(2) above).

(5) Complaints

The Association will notify the Office of the Commissioner of any Player covered by this Article whom it learns is without a transportation option. Upon receipt of such notice, the Parties will attempt to resolve the issue quickly and collaboratively. If the Parties are unable to resolve the issue within 48 hours, it will automatically be referred to the Health and Safety Committee and processed pursuant to the procedures set forth in Article XVII.

(6) Triple-A and Double-A Players

Although Triple-A and Double-A Players (and Players participating in the Arizona Fall League) are not subject to the guarantees set forth in this Article XII(A), the Parties will promptly meet and confer in an attempt to address any situation in which a Triple-A or Double-A Player (or a Player participating in the Arizona Fall League) notifies the Association that the Player is without a safe transportation option that will enable him to travel to or from the ballpark.

B. Individual Travel

- (1) Any time a Minor League Player is required to relocate at the direction of his Major League Club, including but not limited to at the beginning and end of Spring Training, at the beginning and end of the championship season/post-season, when assigned to a different Minor League level or affiliate, at the beginning and end of any off-season training camp which the Minor League Player is required to attend, and upon being released, the Minor League Player shall be provided with either:
 - (a) If the Minor League Player is directed to travel by airplane, coach airfare, luggage reimbursement (up to two checked

bags (except for catchers, who shall be permitted to bring a third bag)), and transportation to and from the airport; or

- (b) If the Minor League Player is directed (or permitted) to travel by automobile, reimbursement at the IRS mileage rate for the full length of the trip. In the event the Minor League Player reasonably believes an automobile trip will require an overnight stay, the Minor League Player shall notify the Club in advance and, assuming the Club agrees that an overnight stay is necessary or appropriate, the Club shall book a room in a hotel or provide reimbursement for a room in an approved hotel for the Minor League Player.
- (2) In the event a Minor League Player intends to report to Spring Training by automobile, the Minor League Player shall notify the Club in advance, including whether the Minor League Player intends to drive his vehicle from the Spring Training Complex to the home city of the PDL Club to which he is assigned at the end of Spring Training. Such notice shall be provided at least seven (7) days before the Minor League Player is scheduled to report to Spring Training. Provided that the Minor League Player gives timely notice to the Club, in the event the Club does not permit the Minor League Player to drive his vehicle from the Spring Training Complex to the home city of the PDL Club to which he is assigned, the Club shall reimburse the Minor League Player for reasonable costs associated with the shipment of his vehicle from the Spring Training Complex to the home city of the PDL Club.

C. Team Travel

- (1) Two full-size buses shall be provided for any team travel between series that is not taken by airplane.
- (2) For any bus trip exceeding 250 miles (as calculated by Google Maps driving distance), one of the buses shall be a "sleeper" or "luxury" bus, subject to availability (with priority given to "sleeper" over "luxury" buses where both are available).
- (3) By no later than February 1 each year, the Office of the Commissioner shall provide the Association a list of all trips between scheduled series at the Triple-A level exceeding 550 miles (as calculated by Google Maps driving distance) for the following

season, including the mode of transportation tentatively planned for each trip (i.e., bus or airplane). Within 14 days of receipt of such list, the Association shall identify to the Office of the Commissioner any of those trips tentatively scheduled to be made by bus that the Association believes should be taken by airplane instead. Representatives of the Office of the Commissioner and the Association shall promptly meet and confer to discuss the Association's concerns and any other factors weighing in favor or against air travel for those trips (including, for example, cost considerations). After considering in good faith the Association's feedback, the Office of the Commissioner shall make the final decision regarding whether the mode of travel for any trips should be changed from bus to airplane. The Office of the Commissioner's determination shall be final and binding, and not subject to challenge through the Grievance Procedure set forth in Article XIV or otherwise.

(4) Team air travel between series will include a coach seat (including any reasonable luggage fees) and Club-arranged ground transportation to and from the airport for all Minor League Players.

D. Hotels on the Road

- (1) The Office of the Commissioner must approve all visiting hotels used by PDL Clubs during the championship season and post-season, each of which must satisfy the following requirements in order to receive and maintain such approval:
 - (a) Diligent safety and security measures at the hotel and safe surrounding areas;
 - (b) Satisfactory cleaning practices and services for all private rooms and public spaces;
 - (c) Free high-speed internet;
 - (d) Assurances that rooms will be ready when the Club arrives, including outside of normal check-in hours;
 - (e) Late checkouts (until 3 P.M.) for a minimum of eight rooms at the end of each series; and
 - (f) No planned renovations or major construction during the baseball season.

- (2) The Office of the Commissioner will solicit feedback on visiting hotels from designated Player representatives from each Minor League team (maximum 2 per team), via the Association. The feedback solicited will be the same feedback solicited from certain other members of the traveling party (e.g., coaches).
- (3) The Association shall promptly notify the Office of the Commissioner of any complaints from Minor League Players regarding approved hotels based on their experience. The Commissioner's Office will investigate any such complaints and attempt to address all that are deemed valid, including by requiring the hotel to rectify noncompliance and, where appropriate, suspending or revoking approval for hotels with recurring compliance or other issues.
- (4) Minor League Players at all levels may be required to share a hotel room with a teammate. Notwithstanding the preceding sentence, Clubs are not prohibited from providing a Player at any level with a single hotel room on the road.

ARTICLE XIII—Meals, Per Diem and Clubhouse Dues

A. Club-Provided Meals

On each day during the off-season or Spring Training that a Minor League Player is invited to or required to report (and does in fact report) to a Club facility for training, rehabilitation, or baseball activities, and on each day during the championship season or post-season that a Minor League Player is required to report to the field for a game (whether at home or on the road), the Club shall provide the Minor League Player with two full, nutritious meals of high quality. One meal shall be provided before the workout/game and the other meal shall be provided after the workout/game.

Any legitimate complaints from Minor League Players about the nutritional value or quality of meals provided by a Club shall be referred by the Association to a joint committee consisting of one representative from the Association, one representative from the Office of the Commissioner, the Parties' Joint Strength and Conditioning Coordinator, and the Parties' Registered Dietitian Consultant (collectively, the "Joint Clubhouse Nutrition Committee"), which shall confer as needed to consider such complaints. If at least three members of the Joint Clubhouse Nutrition Committee determine that a complaint is valid,

the Committee will work with the applicable Club to address the issue going forward to the satisfaction of the Committee. Referral to the Committee shall be the sole and exclusive remedy to address complaints and resolve disputes regarding the nutritional value or quality of meals provided by a Club, and the Committee's determinations and any remedial action to address such complaints shall be final and binding, and not subject to challenge through the Grievance Procedure set forth in Article XIV or otherwise.

B. Club-Provided Snacks

Clubs will ensure that there are cost-effective and nutritious snacks in the clubhouse in a variety of categories (e.g., perishable snacks, shelf stable snacks, protein granola bars). Any legitimate complaints from Minor League Players about the snacks provided by a Club shall be referred to the Joint Clubhouse Nutrition Committee set forth in Section A above and resolved exclusively pursuant to the procedures therein.

C. Per Diem on the Road

- (1) Minor League Players shall receive a daily per diem for each day during the championship season and post-season that the Player is on the road with his Club, as well as when a Player is traveling under Article XII(B). Beginning in 2023, the daily per diem shall be thirty dollars (\$30.00). In each subsequent season covered by this Agreement, the amount of the daily per diem shall be subject to a cost of living adjustment calculated pursuant to subsection C(2) below. The daily per diem shall not be reduced below \$30 for the term of the Minor League Basic Agreement.
- (2) The annual cost of living adjustment to the daily per diem referenced in subsection C(1) above shall be computed as follows.
 - (a) To determine the allowance figure effective for the 2024 season, the allowance figure for the 2023 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 October 2023 and the denominator of which is the CPIW for October 2022. This figure shall then be rounded to the nearest \$0.50.

- (b) To determine the allowance figure effective for the 2025 season, the allowance figure for the 2024 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2024 and the denominator of which is the CPIW for October 2023. This figure shall then be rounded to the nearest \$0.50.
- (c) To determine the allowance figure effective for the 2026 season, the allowance figure for the 2025 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2025 and the denominator of which is the CPIW for October 2024. This figure shall then be rounded to the nearest \$0.50.
- (d) To determine the allowance figure effective for the 2027 season, the allowance figure for the 2026 season, as adjusted, shall be multiplied by a fraction, the numerator of which is the CPIW for October 2026 and the denominator of which is the CPIW for October 2025. This figure shall then be rounded to the nearest \$0.50.

See Attachment 23.

D. Clubhouse Dues

Minor League Players shall not be required to pay dues for services rendered by clubhouse employees, and clubhouse employees are prohibited from soliciting contributions or consideration (in any form) from Minor League Players.

ARTICLE XIV—Grievance and Disciplinary Appeal Procedures

A. General

Any dispute involving the existence, interpretation or enforcement of any provision of, or compliance with (a) this Agreement, (b) any other agreements between the Office of the Commissioner or the Clubs and the Association in its capacity as the collective bargaining representative of Minor League Players (including, but not limited to the Minor League Player conduct policies appended hereto as Attachments 3-13), or (c) any contract between a Minor League Player and a Club (here-

inafter, a "Dispute") shall be resolved exclusively in accordance with the applicable procedures set forth below. For the avoidance of doubt, this includes disputes concerning disciplinary action taken against Minor League Players (except for certain disciplinary matters expressly set forth in subsection B(4) of this Article), but, by definition, does not include any disputes which are subject to the jurisdiction of the Grievance Procedure set forth in Article XI of the Basic Agreement governing Major League players. The filing of a Notice of Appeal or Grievance shall not toll, stay or delay the imposition or effect of any disciplinary action that is the subject of the Disciplinary Appeal or Grievance.

Further, for the avoidance of doubt, "Minor League Player" or "Minor League Players," as used in this Article, include a former Minor League Player or former Minor League Players who have a grievance or complaint based on events that occurred after the effective date of this Agreement and by reason of their former status as a Minor League Player.

Decisions made in accordance with these procedures by the Minor League Arbitration Panel or a Hearing Officer (as applicable, depending on the nature of the Dispute) shall constitute full, final and complete disposition of the Dispute.

B. Certain Disciplinary Appeals

(1) Exclusive Jurisdiction

All disputes involving disciplinary action taken against a Player by a Club or the Office of the Commissioner for conduct on the playing field or in the ballpark in the form of a fine or paid suspension, or both (provided it exceeds the "de minimis" standard (see below)) (hereinafter, "Disciplinary Appeals") shall be heard and decided by one of the individuals designated by the Commissioner (or the Commissioner's Designee) who will have exclusive jurisdiction over such Disciplinary Appeals (the "Hearing Officers"). The decision of the Hearing Officer assigned to the Disciplinary Appeal shall be final and binding.

(2) Initiating Disciplinary Appeals

A Player may initiate a Disciplinary Appeal by delivering a Notice of Appeal to the Labor Relations Department of the Office of

the Commissioner ("LRD") (via the Association) within 45 days from the date upon which the Player first received notice of the disciplinary action. The Notice of Appeal shall be deemed delivered when it is received by the LRD.

The Association may initiate a Disciplinary Appeal on behalf of a Minor League Player but only if it has first obtained the approval of the Player or Players concerned.

(3) Hearings

Unless otherwise agreed to by the Parties, the designated Hearing Officer shall schedule the hearing for a Disciplinary Appeal on an expedited basis, which may be conducted in person or by video or telephonic means (or some combination thereof), at the option of the Hearing Officer. The Player shall be represented in the hearing only by in-house counsel for the Association, and the Club and/or the Office of the Commissioner shall be represented only by in-house counsel from the LRD. Players, representatives of Players, and witnesses who are unable to attend an in-person hearing shall be given the option to participate via telephone or via video conference.

The hearing shall be conducted in a collaborative and informal manner, consistent with the expedited nature of such matters. Neither the formal rules of evidence nor the rules of procedure applicable to Grievance hearings set forth below in subsection C(3) of this Article shall govern. Rather, the Hearing Officer shall have broad discretion to determine the appropriate procedures for each hearing, and to resolve any evidentiary or other issues raised by the parties, based on the particulars of that matter and consistent with the foregoing principles. Within five (5) business days of the conclusion of the hearing, the Hearing Officer shall notify the Parties in writing of his or her decision. The Hearing Officer's decision shall be final and binding on all parties.

(4) De Minimis Exception

Notwithstanding the above, discipline for conduct on the playing field or in the ballpark in the form of fines of four hundred dollars (\$400.00) or less or paid suspensions of five (5) games or fewer, or both, shall be considered final and binding at the time imposed, and are not subject to appeal or challenge through the procedures described herein or in any other forum.

C. Grievances

(1) Minor League Arbitration Panel

Except as set forth in Section B above or in another policy or agreement between the Parties applicable to Minor League Players (see subsection 9(B)(3) of Major League Baseball's Joint Minor League Drug Prevention and Treatment Program), all other Disputes shall be resolved exclusively by the Minor League Arbitration Panel (hereinafter, "Grievances"), which shall mean an impartial arbitrator jointly selected by the LRD and the Association (the "Panel Chair"), or, where either Party elects in advance of the opening of the hearing in a matter, a tripartite panel so empowered and composed of the Panel Chair and two party arbitrators, with one appointed by the Association and the other appointed by the LRD. Decisions of the Minor League Arbitration Panel shall be made by the Panel Chair or, where the panel is tripartite, by majority vote.

In the event the Association and the LRD are unable to agree upon the appointment of an impartial arbitrator to serve as Panel Chair, 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 Panel Chair. Absent mutual agreement on the appointment of an Alternate Panel Chair, the Parties shall employ this same process for selecting an Alternate Panel Chair in the event the Panel Chair is unavailable or the position of Panel Chair is vacant.

At any time during the term of this Agreement either the Association or the LRD may terminate the appointment of the Panel Chair (or Alternate Panel Chair) by serving written notice upon him or her and the other Party; provided that no such termination shall in any way impair the authority of the Panel Chair (or Alternate Panel Chair) to render awards with respect to matters fully submitted to him or her. Within 30 days of any such termination, the Association and LRD shall either agree upon a successor Panel Chair or Alternate Panel Chair (as applicable) or select a successor from an American Arbitration Association list, as set forth above.

The Parties shall work in good faith with the Panel Chair to identify three dates each month (except February and November) on which the Parties are available that can be reserved for potential Grievance hearings. The Parties will use best efforts to confirm the agreed-upon Grievance hearing dates before the Panel Chair for the following year prior to December 1.

With regard to the arbitration of Grievances, the Minor League 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 Office of the Commissioner or the Clubs and the Association in its capacity as the collective bargaining representative of Minor League Players, or between individual Minor League Players and Clubs. The Minor League 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.

(2) Initiating Grievances

The aggrieved party shall have the right to initiate a Grievance before the Minor League Arbitration Panel by delivering a Notice of Grievance to the opposing party (via the Association for Minor League Players, and via the LRD for Clubs) within 45 days of the date of occurrence or non-occurrence upon which the Dispute is based, or within 45 days from the date on which the facts of the matter became known or reasonably should have been known to the party initiating the Grievance, whichever is later. The Association may initiate a Grievance on behalf of a Player. The Notice of Grievance shall be deemed delivered when it is received by the designated representative of the opposing party, who shall be the most senior attorney at the LRD (for Grievances against Clubs or the Office of the Commissioner) or the General Counsel of the Association (for Grievances against Players or the Association), as applicable.

All agreed-upon hearing dates provided by the Panel Chair will be assigned a matter by the Parties at least 60 days in advance of the relevant hearing dates; provided, however, that Grievances assigned in advance for particular hearing dates shall be postponed where necessary to accommodate any more expedited matters (e.g., Grievances challenging disciplinary action that are within the jurisdiction of the Minor League Arbitration Panel). The Parties shall have a settlement conference no later than 35 days prior to the first hearing date for a Grievance. The Parties will attempt to exchange documents in advance of the settlement conference, but the meeting shall occur even if documents have not been exchanged by that date.

Grievances challenging disciplinary action in the form of a suspension shall be handled on an expedited basis. The Parties shall attempt to open a hearing involving such a Grievance as soon as practicable based on the matter. If the Parties are prepared to open a hearing involving such a Grievance and the Panel Chair cannot do so given previously scheduled hearings, the Parties will contact the Alternate Panel Chair to determine whether he or she has earlier availability and, if so, will assign the Grievance to the Alternate Panel Chair. For these matters involving disciplinary suspensions, the Parties shall have a settlement conference at least seven (7) days prior to the hearing.

(3) Hearings

Grievance hearings shall be conducted in accordance with the following rules of procedure:

- (a) <u>Granting of Hearings</u>. Hearings will be granted in all cases properly before the Arbitration Panel unless the Parties by mutual agreement request a finding of facts and a decision based upon briefs submitted.
- (b) Attendance at Hearings. Persons having a direct interest in the arbitration are entitled to attend hearings. The Minor League 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.
- (c) <u>Conduct of Hearings</u>. 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 Minor League Arbitration Panel to make just decisions. The procedure to be followed in the hearing will be in conformity with this intent.

- (d) Representation of Parties. The Association and the Player will be represented during the Grievance process, including during the arbitration proceedings, only by in-house counsel of the Players Association and/or by outside counsel appointed by the Players Association. The Commissioner's Office will be represented only by in-house counsel of the Commissioner's Office and/or by outside counsel appointed by the Commissioner's Office. Any other Party may be accompanied by a representative who may participate in the hearing and represent such Party.
- (e) <u>Adjournments</u>. The Minor League 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.
- (f) Order of Proceedings. The Minor League 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.
- (g) <u>Arbitration in the Absence of a Party</u>. 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 Minor League Arbitration Panel shall require the other Party to submit such evidence as it may require for the making of an award.
- (h) Evidence. The Parties may offer such evidence as they desire and shall produce such additional evidence as the Panel Chair may deem necessary to an understanding and determination of the Dispute. The Panel Chair shall be the judge of the relevancy and materiality of the evidence offered, and legal rules of evidence shall not apply. 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 or her right to be present.
- (i) <u>Testimony</u>. 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.
- (j) <u>Transcripts</u>. The Parties will make the necessary arrangements for the taking of an official stenographic record of the hearing. The cost of such record shall be borne equally by the Parties.
- (k) <u>Closing of Hearings</u>. The Panel Chair shall inquire of all Parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Panel Chair shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final filing date set by the Panel Chair.
- (l) <u>Reopening of Hearings</u>. 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.
- (m) <u>Decisions</u>. The Minor League Arbitration Panel shall render a written decision as soon as practicable following the closing of the hearing, and may affirm, modify, or reverse the decision from which the appeal is taken. The decision of the Minor League Arbitration Panel (including decisions of the Alternate Panel Chair) shall constitute full, final and complete disposition of the Grievance, and shall be binding upon all Parties.
- (n) <u>Settlement by the Parties</u>. When cases appealed to the Minor League 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.
- (o) <u>Expenses</u>. The expenses of witnesses, counsel and the like for either side shall be paid by the Party producing such persons.
- (p) <u>Communication with the Panel Chair</u>. Copies of all written communications sent by a Party to the Panel Chair in connection with arbitration cases or otherwise in his or her capacity as Panel Chair shall immediately be made available to the other Party. There shall be no oral communication by a Party with the Panel Chair in connection with arbitration cases or otherwise in his or her capacity as Panel Chair unless the other Party or his representative is present.

D. Precedent

A decision of a Minor League Panel Chair (or a tripartite panel that includes the Panel Chair) shall constitute precedent of the Minor League Arbitration Panel for the purposes of the Minor League Basic Agreement and other agreements within the jurisdiction of the Arbitration Panel set forth in this Agreement. A decision of an Alternate Panel Chair (or a tripartite panel that includes the Alternate Panel Chair) shall not constitute precedent of the Minor League Arbitration Panel.

Rulings, decisions, or interpretations of Hearing Officers shall not constitute precedent of, and shall not be admissible, cited, or otherwise relied upon in any proceeding before, the Minor League Arbitration Panel, including in a hearing conducted by an Alternate Panel Chair.

Rulings, decisions, or interpretations of Hearing Officers or the Minor League Arbitration Panel, and materials relating to proceedings before Hearing Officers or the Minor League Arbitration Panel (e.g., pleadings, correspondence, transcripts, evidence, arguments, etc.), shall not constitute precedent, and shall not be admissible, cited, or otherwise relied upon in any proceeding conducted pursuant to the Grievance Procedure in Article XI of the Major League Basic Agreement, or for any other purpose related to the interpretation or administration of any agreements applicable or relating to Major League players.

Except as otherwise provided in Major League Baseball's Joint Minor League Drug Prevention and Treatment Program, rulings, decisions, and interpretations of the Arbitration Panel established in Article XI of the Major League Basic Agreement shall not constitute precedent of the Minor League Arbitration Panel in this Minor League Basic Agreement.

Rulings, decisions, interpretations, suspensions, fines, or discipline imposed by the Commissioner or his or her designee, the LRD or its designee, or any Club on a Minor League Player or Players that predate the effective date of this Minor League Basic Agreement shall be admissible and citable in proceedings conducted under the Minor League Basic Agreement, but shall not be binding on the Minor League Arbitration Panel or a Hearing Officer.

E. Survival Following Termination of Minor League Basic Agreement

Unless eliminated or modified following an impasse in bargaining, this Article XIV shall remain in full force and effect after termination of

this Agreement; provided, however, that disputes arising after the termination of this Agreement related to the legality or validity of unilateral changes of terms and conditions of employment following an impasse in bargaining and any other self-help conduct of the Parties, including but not limited to, unilateral changes in nonmandatory subjects of bargaining, shall not be subject to this Article XIV.

ARTICLE XV—Arbitration of Statutory Claims

- (1) All claims alleging violations of the federal Fair Labor Standards Act, and any other federal, state or local wage payment statute or regulation, including but not limited to those set forth in Appendix B, shall be subject to the Grievance Procedure set forth in Article XIV(C) as the final, binding, sole and exclusive remedy for such violations, and Minor League Players covered by this Agreement shall not file suit or seek relief in any other forum. This provision shall apply to allegations arising out of events occurring after the Players Association became the exclusive collective bargaining representative of Minor League Players. The Minor League Arbitration Panel shall apply applicable law as it would be applied, and shall have such powers as would be exercised, by the appropriate court in rendering decisions on the claims covered by this paragraph.
- (2) In any Grievance proceeding involving claims subject to resolution in accordance with Article XV(1) above, no party shall cite—and the Minor League Arbitration Panel shall have no authority to consider—the absence of time records in connection with the determination of hours worked. For the avoidance of doubt, no Minor League Player shall be entitled to an adverse inference with respect to hours worked because a Club and/or the Commissioner's Office did not maintain time records.
- (3) The claims subject to resolution in accordance with Article XV(1) above, shall not be litigated or arbitrated by way of a class, collective, representative, or group action. All such claims between a Minor League Player on the one hand and one or more Club(s) and/or the Commissioner's Office on the other must be decided individually, not as representatives of any other Players or Clubs in any representative proceeding seeking relief or penalties for alleged violations suffered by any individual or entity that is not a party to

the arbitration. Neither a Player nor a Club will have the right, with respect to any claim, to do any of the following before an arbitrator:

- (a) Obtain relief from a class or collective action, either as a class representative, class member or class opponent; or
- (b) Join or consolidate claims with the claims of any other person.
- (4) The arbitrator shall have no authority or jurisdiction to process, conduct or rule upon any class, collective or representative proceeding, or to consolidate any individual claims in one proceeding absent written mutual consent of the Parties hereto.

ARTICLE XVI—Discipline and Investigations

A. Just Cause

A Minor League Player may be subjected to disciplinary action for just cause by his Club or the Office of the Commissioner. Therefore, in Disciplinary Appeals or Grievances challenging discipline pursuant to Article XIV, the issue to be resolved shall be whether there has been just cause for the penalty imposed.

Disciplinary action may include a fine, suspension, and/or temporary or permanent ineligibility from participation in Major or Minor League Baseball. A fine imposed by the Commissioner's Office or a Club may be deducted from the Player's paycheck. A Club's termination of a Minor League Player's UPC shall not be considered disciplinary action by the Club, irrespective of the reasons for or circumstances surrounding the termination, and shall be final and binding.

If discipline imposed upon a Player is determined to be without just cause in a final decision pursuant to Article XIV, the Player shall promptly be made whole.

The term "made whole" includes:

- (1) if a fine is found to have been imposed improperly, the fine will be promptly repaid;
- (2) any salary lost as a result of an improper suspension will be promptly paid; and
- (3) in the application of items (1) and (2) above, interest will also be paid at the rate per annum equal to the total of the prime interest

rate in effect at The J.P. Morgan Chase Bank on the immediately preceding November 1, plus 1%, rounded to the nearest full percentage point.

B. Conduct Detrimental or Prejudicial to Baseball

Players may be disciplined for just cause for conduct that is detrimental or prejudicial to the best interests of Baseball including, but not limited to, engaging in conduct in violation of federal, state or local law; provided, however, that a Minor League Player shall not be subject to separate disciplinary action by his Club and the Office of the Commissioner for the same misconduct.

C. Notice

Written notice of discipline of a Minor League Player imposed by the Office of the Commissioner or a Club and the reason therefore shall in every case be given to the Minor League Player in question and the Association. If requested by the Player, the Office of the Commissioner shall provide a copy of the written notice in the Player's native language within a reasonable period of time after receiving that request. A Minor League Player may appeal disciplinary action taken against him exclusively pursuant to the procedures set forth in Article XIV.

D. Investigations and Discovery

Minor League Players and the Association shall provide reasonable cooperation with any investigation conducted by the Office of the Commissioner that may result in discipline, including but not limited to producing non-privileged documents and information promptly upon request, and facilitating requests for information to be obtained from third-parties if Player authorization or approval would facilitate the request. However, the Player and the Players Association reserve all of their rights to assert that any investigatory request from the Office of the Commissioner does not require cooperation because the request is unreasonable, irrelevant, overbroad, or ambiguous, or the requested information is covered by a privilege recognized by law. Disputes regarding whether a Player or the Association has provided reasonable cooperation in a particular context shall be resolved by the Minor League Arbitration Panel on an expedited basis.

The Office of the Commissioner may conduct investigatory interviews of Minor League Players. Except where circumstances require expeditious handling, the Minor League Player and the Association shall receive reasonable advance notice of any investigatory interview with a Minor League Player. Where in such circumstances expeditious handling is required, the Minor League Player and the Association shall receive as much advance notice as is possible, but in no event shall the Association receive less notice than the Minor League Player. All Parties recognize the right of the Player to be represented at the Player's investigatory interview by the Association and counsel of his choice.

A Player who is disciplined and appeals his discipline pursuant to Article XIV shall have the right to discover, in timely fashion, the underlying evidence on which the disciplinary determination was based, as well as any exculpatory or mitigating evidence collected by the Office of the Commissioner in the course of an investigation of the charges involved.

E. Major League Rule 2

The following time limit provisions set forth in Major League Rule 2 shall be inapplicable in disciplinary matters:

- (1) the prohibition in Rule 2(c) against reinstatement of a Minor League Player on the Restricted and Ineligible Lists in the period from August 1 until the conclusion of the Minor League championship season and playoffs, inclusive;
- (2) the prohibition in Rule 2(c) against application for reinstatement of a Minor League Player 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 2(c) that the Minor League Player's Club shall be entitled to 30 days' written notice prior to his reinstatement from the Ineligible List, if application for such reinstatement is filed after February 1 of any year.

ARTICLE XVII—Player Health and Safety

A. Health and Safety Joint Committee

(1) Composition of Committee

The Parties shall establish and maintain a Health and Safety Joint Committee which shall be comprised of an equal number of members representing the Association and representing the Clubs. The purpose of the Committee shall be:

- (a) to ensure healthy and safe working conditions for Players;
- (b) to identify and resolve emergency safety and health problems as they arise, and attempt to find solutions; and
- (c) to engage in review of, planning for, and maintenance of safe and healthful working conditions for Players.

(2) Committee Meetings

A meeting of the Health and Safety Joint Committee may be called by any Committee Member who believes that Player health or safety is being compromised by substandard working conditions that require immediate attention. A meeting shall be held as soon as practicable thereafter.

(3) Power and Authority of Committee

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

(4) Other Rights and Remedies

The Players Association may file and pursue through arbitration a Grievance concerning health and safety. The Parties will attempt to avoid Grievances on this subject by making every reasonable effort to utilize the Health and Safety Joint Committee. The Players Association must exhaust the Health and Safety Joint Committee process before pursuing a Grievance concerning Player health and

safety. For issues involving the playing field, the Minor League Arbitration Panel shall not have authority to impose a different standard than that set forth in Section 7 of Exhibit F to the PDL License Agreement (Conformed through Second Amendment) ("PDLA") if the issue is addressed by that Section. With respect to issues covered by Section 7.1 of Exhibit F to the PDLA, the issue in a Grievance shall be whether the Commissioner's Office has taken appropriate action (if any) in accordance with its rights under that Section to rectify as soon as practicable any defect or trip hazard that may jeopardize player safety.

B. Health and Safety Complaints—Responsibility of the Commissioner

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

C. Injured List

If a Player is unable to render services because of a specific injury, the Player may be placed on the Minor League Injured List in accordance with Major League Rule 2(c)(11).

A Club requesting the placement of a Player on the Injured List for a concussion shall submit a Concussion-Specific Diagnostic Form (see Attachment 14), a copy of which shall be provided to the Player and the Association. The Concussion-Specific Diagnostic Form shall be completed by the Club Physician and Certified Athletic Trainer and shall include the specified supporting documentation. Prior to the time that a Player on the Injured List for a concussion is permitted to play in any game, the Club must submit a Return to Play form and supporting information to the Medical Director of the Office of the Commissioner (see Attachment 14), a copy of which shall be provided to the Player and the Association. The Player's return must be approved prior to the time that he will be removed from the Injured List. (See Attachment 14.).

D. Second Medical Opinion

- (1) Players shall be entitled upon written request to seek a diagnosis and second medical opinion for an employment-related injury or illness under the following circumstances:
 - (a) Where a team physician for the Player's Club recommends surgery or an invasive procedure; or
 - (b) for any other employment-related injury or illness that has resulted in or will result in the Player being unable to provide services to the Club for at least 60 days beginning with the date upon which a Player is deemed unable to play in the Club's electronic medical record, as determined by a team physician for the Player's Club.
- (2) If the Player uses the services of a second opinion physician on a list of medical providers that has been jointly approved by the Parties ("Approved Physician"), Club medical and/or training staff (or other personnel) shall assist the Player in arranging the second opinion, including but not limited to matters relating to scheduling, travel (if applicable), communication of medical records, sharing of medical imaging, and other similar matters.
- (3) If a Player uses the services of an Approved Physician for a second medical opinion pursuant to subsection D(1)(a) above, the Club shall pay the cost of the second evaluation. Furthermore, if the Approved Physician is located within a 100-mile radius of the Minor League affiliate to which the Player is assigned at the time the Player seeks the second opinion, the Club shall also reimburse the Player for reasonable transportation and hotel costs (if applicable) for the evaluation. If there is not an Approved Physician located within a 100-mile radius of the Minor League affiliate to which the Player is assigned, the Club shall reimburse the Player for reasonable transportation and hotel costs (if applicable) for the evaluation if the Approved Physician is located in the same geographic region of such Minor League affiliate. Notwithstanding the foregoing, if a Player uses the services of an Approved Physician in the off-season for a second medical opinion pursuant to subsection D(1)(a) above, the Club shall reimburse the Player for reasonable transportation and hotel costs (if applicable) for the evaluation if either: (i) the Approved Physician is within a 100-mile radius of the Player's off-

season residence (or other location to which the Player has been directed by his Club), or (ii) the Approved Physician is in the same geographic region of the Player's off-season residence (or other location to which the Player has been directed by his Club) and there is not an Approved Physician within a 100-mile radius of such location.

- (4) If a Player uses the services of an Approved Physician for a second medical opinion pursuant to subsection D(1)(b) above, the Club shall pay the cost of a remote evaluation, including, but not limited to the Approved Physician's review of the Player's medical records and images; provided, however, that if a Player seeks a second medical opinion from an Approved Physician pursuant to subsection D(1)(b) above and such Approved Physician determines that an in-person examination is required in order to perform his or her evaluation, the Club shall pay or reimburse the reasonable transportation and hotel costs (if applicable) associated with the Player's examination in accordance with subsection D(3) above.
- (5) Regardless of whether a second medical opinion is sought pursuant to subsection D(1)(a) or (1)(b) above, Players and Clubs will endeavor to obtain all second medical opinions via remote evaluation where remote evaluation has been deemed appropriate by a second opinion physician.
- (6) Clubs shall be obligated to pay for second evaluations performed by medical specialists who are not Approved Physicians only upon prior written consent of the Club.

E. Injury Rehabilitation and Athletic Training

Each Minor League team to which Minor League Players are assigned shall have at least one dedicated certified athletic trainer at all times.

Any complaints that a Player is unable to access athletic training and/or injury or illness rehabilitation services shall be processed in accordance with Article XVII.

F. Disclosure of Medical or Health Information

(1) Each year upon reporting to Spring Training, or upon signing a Minor League UPC for that season, whichever is earlier, each

Player must execute the Authorization for the Use and/or Disclosure of Non 40-Man Roster Player Health Information ("Authorization") attached as Attachment 15 hereto.

(a) Notice of and Authorization for Medical Care

(i) Work-Related

A Player shall provide his Club with reasonable advance notice of any treatment conducted by a health care provider in connection with a disability directly resulting from an injury sustained in the course and within the scope of his employment (including an elective procedure) (collectively referred to as a "Work-Related Injury"), unless such health care provider is affiliated with the Club. Any treatment a Player receives for a Work-Related Injury by a health care provider who is not affiliated with the Club must be authorized in writing by the Club in advance of the treatment in accordance with Paragraph 7(a) of the UPC. A Player must provide his Club with notice of a consultation or evaluation of a Work-Related Injury by a health care provider who is not affiliated with the Club. In addition, if such an evaluation or consultation was not authorized by the Club, the Club will not be responsible under Paragraph 7 of the UPC for any expenses incurred by the Player in connection with it.

A Player seeking to undergo or receive a non-FDA approved procedure or medication to treat a work-related injury must execute the Informed Consent for Non-FDA Approved Medical Procedure or Medication form. (See Attachment 17).

(ii) Non-Work-Related

A Player is not required to provide a Club with reasonable advance notice of a treatment for a disability, injury or condition (including an elective procedure) that is not work-related (collectively referred to as a "Non-Work-Related Injury") unless the nature of the Non-Work-Related Injury may affect the Player's ability to provide services as required by the UPC, in which case the Player must provide the Club with advance notice of any treatment. In addition, a Player will be excused from any notice

requirement if the treatment is in response to a medical emergency, and there is insufficient time to contact the Club.

A Club will not be responsible under Paragraph 7 of the UPC for any expenses incurred by the Player for the treatment of a Non-Work-Related Injury.

- (2) Any Club physician or certified athletic trainer treating a Player pursuant to Paragraph 7(a) of the UPC and any other physician or medical professional treating or consulting with a Player pursuant to Paragraph 7(a) of the UPC or Article XVII(D) is authorized to disclose all relevant medical or health information concerning the Player to (a) the Club by which the Player is employed, including the Club officials set out in the Authorization, (b) any entity from which such Club seeks to procure, or has procured, an insurance policy covering such Player's life or any disability, injury, illness, or condition, such Player may suffer or sustain, (c) physicians and officials of a Club contemplating the assignment of the Player's UPC, and (d) subject to the terms of subsection F(5) below, the Office of the Commissioner.
- (3) For public relations purposes, a Club may disclose the following general information about employment-related injuries: (a) the nature of a Player's injury, (b) the prognosis and the anticipated length of recovery from the injury, and (c) the treatment and surgical procedures undertaken or anticipated in regard to the injury. For any other medical condition that prevents a Player from rendering services to his Club, a Club may disclose only the fact that a medical condition is preventing the Player from rendering services to the Club and the anticipated length of the Player's absence from the Club. A Club physician or certified athletic trainer treating a Player pursuant to Paragraph 7(a) of the UPC and any other physician or medical professional treating or consulting with a Player pursuant to Paragraph 7(a) of the UPC or Article XVII(D) shall be prohibited from making any public disclosure of a Player's medical information absent a separate, specific written authorization from the Player authorizing such public disclosure.
- (4) A Club (and any physician, certified athletic trainer or other medical professional treating, or consulting with, a Player pursuant to Paragraph 7(a) of the UPC or Article XVII(D)) shall provide med-

ical or health information covered by the Authorization to the Office of the Commissioner and to the Association as required by Article XVII(C), Attachment 15 and Major League Rule 2(c) and, upon written request, when a Player's medical and/or health condition is at issue in a Grievance or a potential Grievance. The medical or health information also shall be provided to the Office of the Commissioner (with a copy to the Association) when such records are relevant to an investigation of whether the Player violated the Basic Agreement, his UPC or the Minor League Joint Drug Prevention and Treatment Program, provided that the Office of the Commissioner first provides the Association with notice of its intent to request such records and an opportunity to object. In the event the Association objects to such a request by the Office of the Commissioner (which objection must be made within three business days after notice is provided), any dispute arising from such objection shall be resolved via impartial arbitration within seven days of the Association's objection. In any such arbitration, the Commissioner's Office shall be required to show that its request is reasonably related to the matter under investigation.

(5) If a Player on a visiting Club receives medical treatment from the home Club's physician, certified athletic trainer or other medical professional for a work-related injury, a copy of any written medical evaluation prepared by the home Club's medical professional shall be provided to the Player and his Club's physician.

G. Access to Medical Records

Any Player who is a free agent by operation of the Basic Agreement, Major League Rules, Minor League UPC, or as a result of being unconditionally released will be entitled to receive log-in instructions that will permit him to access his medical records electronically. A Player may provide to prospective Clubs (or to other individuals) electronic access to his medical records, and such access shall remain active for 180 days. The Players Association shall be responsible for obtaining log-in instructions for Players from the Office of the Commissioner, and shall employ best efforts to request such information for Minor League free agents no more frequently than on a weekly basis. The procedures set forth in this Article XVII are the exclusive procedures for the dissemination of medical records to free agent Players covered by this Agreement.

H. Strength and Conditioning Advisory Committee

The joint Strength and Conditioning Advisory Committee maintained by the Parties under Article XIII(K) of the Major League Basic Agreement (including any additional Committee member(s) or personnel mutually appointed by the Parties after consultation with the Joint Strength and Conditioning Coordinator) shall have the following additional purposes going forward:

- (1) To advise Minor League Players on the existing regulations of the Commissioner's Office related to strength and conditioning;
- (2) To advise Minor League Players with respect to NSF Certified for Sport® supplements and functional foods;
- (3) To field complaints regarding weight rooms and, where appropriate, to confer with the Officer of the Commissioner regarding such complaints; and
- (4) To advise on other matters relating to the strength and conditioning of Minor League Players.

Each Club will be required to make available one NSF Certified for Sport® protein supplement to all Minor League Players during the championship season, at no cost to the Players.

ARTICLE XVIII—Uniforms and Equipment

The Office and the Commissioner and the Clubs shall have the right to issue rules, regulations, or policies governing the equipment and uniforms (including, without limitation, jerseys, helmets, caps, footwear, protective equipment, batting gloves, compression sleeves, etc.) that Minor League Players may or must use or wear while in the ballpark (including, without limitation, whether to include or allow commercial patches, decals, logos, alterations, messages of any kind, etc.), and shall maintain all rights over equipment and uniforms supplied by the Club. However, before the Office of the Commissioner issues or amends any rules, regulations, or policies governing the equipment Minor League Players may or must use while in the ballpark pursuant to this Article XVIII, and to the extent such new or amended equipment rules, regulations, or policies are not covered by and subject to Article XXI, the Office of the Commissioner will provide the Players Association with notice and an opportunity to consult.

ARTICLE XIX—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, sex, color, religion, national origin, sexual orientation, or any other classification protected under Federal Law.

B. Family and Medical Leave Act

The Clubs will comply with the requirements of the Family and Medical Leave Act (29 U.S.C. 2601 et seq.) and will allow Players to utilize the Temporarily Inactive List provided in Major League Rule 2(c)(13). Placement on the Temporarily Inactive List pursuant to this provision shall run concurrently with any leave available under the Family and Medical Leave Act.

C. Meetings with Players

The Association shall have the right to hold one team meeting during the Players' normal working hours, with the Players on each Club in the Club's Spring Training clubhouse, provided the Association gives the Club involved as much advance notice as possible, but in no event less than 10 days; such meeting to be approximately 60 minutes but not more than 90 minutes in duration starting with the normal reporting time of Players on each Club, but not earlier than 8:00 A.M. No "B" games shall be scheduled to conflict with such meetings.

D. Player Privacy

Cameras will not be installed in restrooms, locker rooms, changing rooms, or other such sensitive areas in Club facilities frequented by Minor League Players. Clubs shall be required to provide notice to Players of any cameras that are currently installed indoors on Club premises in non-sensitive areas routinely frequented by Players that are not visible to the public (including but not limited to weight rooms,

indoor batting tunnels, and cafeterias), as well as prior to the installation of any new cameras in the same areas.

E. Foreign Translations

Each Club shall request that its Players specify whether they prefer to receive all notices and forms in English or the Player's native language. At a Player's election, his Club shall be obligated to translate into the Player's native language the documents listed below:

- (1) Club Rules;
- (2) Minor League Potential Free Agent Letters;
- (3) Minor League Life Insurance Forms;
- (4) Notices of Disposition (to the extent required by the Basic Agreement, Major League Rules, or Uniform Player Contract);
 - (5) Notices of Discipline and/or Disciplinary Warnings;
- (6) Minor League UPC (including Addenda attached thereto); and
- (7) Any other document that a Club is required to provide a Player pursuant to the Basic Agreement, Major League Rules, or Minor League UPC.

Notwithstanding the foregoing, the failure to provide a notice and/or form in a Player's native language shall not constitute a default of the Club's obligation to provide such notice if the notice was timely provided in English.

F. English as a Second Language

(1) English and Spanish Language Courses

Each Club will make available English-as-a-second-language courses, at its expense, at each of its PDL affiliates throughout the championship season, and at its Spring Training Complex throughout the calendar year. Courses provided by video-conference technology, such as Zoom, shall be permitted. On or before April 15 each year, the Commissioner's Office will provide the Association with a description of the courses being made available. In addition,

upon request each Club will make available, at its expense, Spanish-as-a-second language instruction at its Spring Training Complex.

(2) Mobile Application

The Association and the Commissioner's Office shall provide for use during the 2023 championship season, on a trial basis, a license to use the mobile application or platform that the Parties retain for Major League players pursuant to Article XV(F)(2)(b) of the Major League Basic Agreement to any Minor League Player who requests one, provided that such license(s) shall also be funded from the Parties' Joint International Tax Fund. Following the 2023 season, the Parties will meet to discuss the experience with the mobile application among Minor League Players and whether to agree to continue to make the platform available for Minor League Players in future years and, if so, how to jointly fund such license(s).

G. Minor League Special Events

(1) Definition

"Minor League Special Event" refers to (i) any game involving a Minor League Club that is not a part of the "Traditional Minor League Schedule" (as defined below) or (ii) any game involving a Minor League Club that is not played at a ballpark that otherwise hosts Minor League or Major League regular season or Spring Training games, or NCAA college baseball games ("Traditional Ballparks"). For the purpose of this provision only, the "Traditional Minor League Schedule" shall include any and all championship season games, post-season games, exhibition games played at a Club's Spring Training Complex, and exhibition games played during Spring Training at Traditional Ballparks (including but not limited to games against colleges, universities, international teams, or Major League Clubs). Notwithstanding the foregoing, any game that is originally scheduled to be played at a Traditional Ballpark that is moved to a non-Traditional Ballpark as a result of unforeseen events (e.g., extreme weather) shall not constitute a Minor League Special Event.

Minor League Special Events Joint Committee. The Parties shall establish and maintain a Minor League Special Events Joint Committee which shall be comprised of an equal number of members representing the Association and representing the Clubs. The Committee shall meet at least twice annually for the purpose of identifying potential opportunities to put on new Minor League Special Events that would raise the visibility of Minor League Players, Minor League or Major League Baseball, and otherwise promote the sport of baseball; provided, however, that the decision whether to proceed with any Minor League Special Events shall rest solely with the Office of the Commissioner.

(2) Costs

All costs associated with staging a Minor League Special Event will be borne by the Commissioner's Office.

(3) Player Compensation

In addition to any allowances and compensation otherwise guaranteed under this agreement, each player who is on an Active Roster for and attends a Minor League Special Event shall receive a one-time stipend of \$750 per player (per game).

For the avoidance of doubt, the Office of the Commissioner will pay the \$750 stipend to all Minor League Players who participate in any Minor League All-Star Game or Futures Game held in conjunction with the MLB All-Star Game.

H. Winter League Play

Prior to extending the term of the current Winter League Agreement beyond July 31, 2025, or entering into a successor agreement, the Office of the Commissioner agrees to bargain with the Players Association regarding the eligibility of Minor League Players to participate in a Winter League and any other aspects of Winter League participation that affect the terms and conditions of employment of such Minor League Players.

I. Minor League Player Transfers

Prior to extending the term of any Working Agreement or other agreement with the American Association of Professional Baseball, Atlantic League of Professional Baseball Clubs, Frontier League, Inc., Pioneer Baseball League, Inc., or other partner leagues (collectively, "Partner Leagues") beyond October 1, 2023, or entering into a successor agree-

ment with any Partner League regarding the terms and conditions applicable to the release or transfer of players from a Partner League to sign a Minor League UPC with a Major League Club, including but not limited to any release or transfer procedures, acquisition fee(s), confidentiality obligations, and/or dispute resolution mechanisms included or potentially included in such an agreement, the Office of the Commissioner agrees to bargain over such terms with the Players Association.

J. Wearable Technology

- (1) "Wearable Technology" refers to any equipment, program, software, device or attire which is designed to collect and/or analyze information or data related to a Player's health or performance at any location (including on-field, off-field and/or away from the ball-park). Such technologies include, without limitation: activity trackers, electronic bat sensors, biomechanics compression attire, GPS/tracking compression attire and any device, sensor, equipment, attire or dashboard technology which is designed to measure a Player's health, performance and/or readiness.
- (2) Any use of a wearable technology by a Player (including use on-field, off-field and/or away from the ballpark) shall be wholly voluntary and Clubs must refrain from making any suggestion that the use of such technology is anything less than wholly voluntary. There will be no consequences to a Player if he declines to use any wearable technology, or if he discontinues his use of such a technology.
- (3) Before a Player can voluntarily agree to use a wearable technology, the Club must first provide the Player a written explanation of the technology being proposed, along with a list of the Club representatives who will have access to the information and data collected, generated, stored and/or analyzed (the "Wearable Data"). If the wearable technology includes the ability to create a login or otherwise provide direct access to the Player's personal data, the Club shall make that data available to the Player. In the event this functionality is not available, the Club must provide a copy of the Player's data to the Player upon his request.

- (4) Any and all Wearable Data collected shall be treated as highly confidential at all times, including beyond the terms of the Parties' Basic Agreement.
- (5) Any commercial use or exploitation of such information or data by a Club, Major League Baseball, or any Major League Baseball-related entity or other third party is strictly prohibited.

Any use of wearable technology in games, practices, or otherwise must conform with all applicable rules and regulations, including but not limited to any applicable rules and regulations in the Official Baseball Rules. The Office of the Commissioner shall provide the Players Association with notice of any amendments to the list of wearable technologies that shall be permissible in practices or games during the upcoming season.

ARTICLE XX—Minor League Structure and Governance

A. Number of Minor League Clubs

Each Major League Club will maintain a total of four (4) affiliated Minor League Clubs, one at each of the Single-A, High-A, Double-A and Triple-A levels, for the term of the Agreement. See Attachment 1.

B. Professional Development League Affiliation

The Office of the Commissioner and the Clubs shall have the right to determine which Minor League teams or entities with which to affiliate or to grant licenses, including the location (and any relocation) and classification (and any re-classification) of such affiliates.

C. Facilities Standards, Amenities and Security

The Office of the Commissioner will use best efforts to enforce, consistent with the terms of Section 9.E of the PDLA, Sections 1, 3.1-3.4, 4.1-4.4, 5.5-5.7 and 6 of Exhibit F, and Section H(3)(a)-(b) of Exhibit H to the PDLA. For purposes of this Article, the Office of the Commissioner shall be considered to have used best efforts to enforce the aforementioned provisions of the PDLA if the Commissioner's Office places the PDL affiliate on a compliance plan following consultation with the Players Association designed to bring the PDL affiliate into compliance.

The Office of the Commissioner agrees to bargain with the Players Association regarding any proposed amendments to the aforementioned provisions of the PDLA that affect the terms and conditions of employment of Minor League Players.

Any claim in a Grievance by the Association and/or Minor League Player(s) alleging the failure to meet a standard contained in one of the aforementioned sections of the PDLA shall be limited to the question of whether or not the Office of the Commissioner has satisfied its obligation, in the first paragraph above, to use best efforts to enforce the terms of those sections, consistent with Section 9.E of the PDLA, and resolved pursuant to the procedures set forth in Article XIV.

ARTICLE XXI—Rule Changes

The Clubs (through the Office of the Commissioner) shall have the right to adopt or amend any playing or scoring rules applicable at any level of the Minor Leagues. Before the Office of the Commissioner implements any new or amended playing or scoring rules ("Playing Rules"), the Office of the Commissioner shall give the Association notice thereof.

The Parties shall establish and maintain a Minor League On-Field Committee ("Committee"), which shall be comprised of three (3) members representing the Association, on the one hand, and three (3) members representing the Clubs and/or the Office of the Commissioner, on the other hand. The purpose of the Committee, which shall convene annually each off-season, shall be to discuss and for the Association members to provide feedback on on-field matters, including any Playing Rule changes implemented during the previous season or potential changes that are under consideration. While the Committee will discuss Playing Rule changes, and the members of the Committee are free to offer opinions or recommendations regarding such changes, the Committee's role will be purely advisory and shall not diminish the Office of the Commissioner's authority to adopt or amend any Playing Rule(s).

For the avoidance of doubt, the right of the Clubs to adopt, revise, or repeal any rule or regulation (playing, scoring or otherwise) shall not be impaired or limited in any other way whatsoever, provided that the Clubs shall not make any change which is inconsistent with the provisions of any then existing agreement between the Clubs and the Association.

ARTICLE XXII—No Strike / No Lockout

During the term of this Agreement, the Association, on behalf of Minor League Players, will not engage in, authorize or threaten a strike. The Clubs will not lock out Minor League Players during the term of the Agreement.

ARTICLE XXIII—Management Rights

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

ARTICLE XXIV—Past Practice

The Parties expressly agree that no agreements, past practices or understandings from the Major League player bargaining unit covered by the existing Basic Agreement between the 30 Major League Clubs and the Major League Baseball Players Association (collectively, "Major League Past Practices") shall apply to Minor League Players. If the Parties agree to adopt a Major League Past Practice for use in the Minor League Player bargaining unit, such agreement shall be reduced to writing.

Except to the extent set forth expressly elsewhere in this Agreement, the PDL Operating Guidelines and PDLA (as each may be amended from time-to-time) shall continue to apply. Notwithstanding the foregoing, the Office of the Commissioner agrees that, during the term of the Agreement, it will bargain with the Players Association regarding any proposed amendments to the aforementioned documents that affect the terms and conditions of employment of Minor League Players (as defined in this Agreement). For the avoidance of doubt, however, and notwithstanding the foregoing bargaining obligation, Article XXII shall remain in full force and effect during the term of the Agreement.

ARTICLE XXV—Term

This Agreement shall terminate on December 1, 2027 at 11:59 P.M. Eastern Time.

ARTICLE XXVI—Comprehensive Agreement

This Agreement represents a complete, full and final understanding on all bargainable subjects covering Minor League Players during the term of this Agreement, except as such matters as may become bargainable pursuant to the terms of the "Right to Reopen" side letter between the Parties (see Attachment 22), Article XX(C), and/or Article XXIV.

All other rights to bargain with one another concerning any subject whatsoever regarding Minor League Players for the duration of this Agreement are expressly waived by the Parties.

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 Minor League UPCs signed by individual Minor League 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 MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION

AZPB LIMITED PARTNERSHIP Gunnar Groen Kevin Kilpatrick ANGELS BASEBALL LP ATLANTA NATIONAL LEAGUE BASEBALL Connor Loeprich CLUB, LLC Stephen Scott Tommy Sommer BALTIMORE ORIOLES LIMITED PARTNERSHIP Grant Kipp BOSTON RED SOX BASEBALL CLUB Andy Fisher Mason Hickman LIMITED PARTNERSHIP CHICAGO CUBS BASEBALL CLUB, LLC AJ Lewis Austin Murr CHICAGO WHITE SOX, LTD.

THE CINCINNATI REDS LLC CLEVELAND GUARDIANS BASEBALL COMPANY, LLC COLORADO ROCKIES BASEBALL Club, Ltd. DETROIT TIGERS, INC. HOUSTON ASTROS, LLC KANSAS CITY ROYALS BASEBALL CLUB, LLC LOS ANGELES DODGERS LLC STERLING METS. L.P. MARLINS TEAMCO, LLC MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP MINNESOTA TWINS, LLC NEW YORK YANKEES PARTNERSHIP ATHLETICS INVESTMENT GROUP, LLC DBA OAKLAND ATHLETICS BASEBALL COMPANY THE PHILLIES PITTSBURGH ASSOCIATES RANGERS BASEBALL LLC ROGERS BLUE JAYS BASEBALL PARTNERSHIP PADRES L.P. SAN FRANCISCO GIANTS BASEBALL CLUB LLC St. Louis Cardinals, LLC THE BASEBALL CLUB OF SEATTLE, LLLP RAYS BASEBALL CLUB, LLC WASHINGTON NATIONALS

Cole McDonald Beck Way D'Shawn Knowles Mark Washington Jake Walters TJ Shook Regi Grace Aaron Palensky Josh Hejka William Simoneit Dom Pipkin **Brad Case** Cameron Junker Carter Loewen Mason Black Jerod Bayless Connor Lunn Graeme Stinson Jayce Easley Naswell Paulino Trov Stainbrook

Ву

Daniel R. Halem, Deputy Commissioner & Chief Legal Officer

BASEBALL CLUB, LLC

By

Tony Clark, Executive Director

ATTACHMENT 1

Bruce Meyer, Esq.
Deputy Executive Director
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear Bruce:

The Players Association has maintained that a centralized effort by the Office of the Commissioner and/or the Clubs to reduce the total number of affiliated Minor League Clubs to less than 120 is a mandatory subject of bargaining under the National Labor Relations Act ("NLRA"). The Clubs, on the other hand, have taken the position that such action is a permissive subject of bargaining under the NLRA. Without resolving this difference of opinion, the Parties have reached certain agreements on this topic during the negotiations over a new Minor League Basic Agreement. Those agreements are reflected in Article XX(A) of the new Minor League Basic Agreement. The Parties agree, by this letter, that their agreement on this topic and the bargaining that preceded it shall not be used by either party as evidence that the topic is or is not a mandatory subject of bargaining in any subsequent litigation, including any Grievance or NLRB proceeding.

Very truly yours,

Daniel R. Halem
Deputy Commissioner &
Chief Legal Officer
Office of the Commissioner
Major League Baseball

ATTACHMENT 2

Matthew R. Nussbaum, Esq. General Counsel Major League Baseball Players Association 12 East 49th Street New York, New York 10017

Re: Minor League Players Terminated Prior to Discipline

Dear Matt:

The Players Association has expressed concern about the potential scenario in which a Club terminates the Minor League Uniform Player Contract ("Minor League UPC") of a Minor League Player who is accused or suspected of, or under investigation for, conduct that could result in discipline by the Office of the Commissioner (e.g., alleged violations of the Joint Minor League Drug Prevention and Treatment Program; Sports Betting Policy; Domestic Violence, Sexual Assault & Child Abuse Policy; etc.) before any disciplinary determination has been made with respect to those allegations. In order to address the Association's concerns and ensure that such a such a player will be entitled to final disposition of such allegations (and any resulting discipline) pursuant to the terms of the Parties' collectively bargained agreements (should the Player want one), the Office of the Commissioner makes the following representations and commitments.

First, a Minor League Player shall not lose his right to appeal any discipline imposed on him under the Parties' collectively bargained agreements or policies governing Minor League Players by virtue of a Club terminating his Minor League UPC. Thus, a player whose Minor League UPC is terminated (i) after he is accused of conduct that could result in discipline but before he is disciplined, or (ii) after he is disciplined but during the pendency of any appeal of such discipline, shall have the same rights as a Minor League Player signed to a valid Minor League UPC would have under the same circumstances. Where the allegations or discipline are public or otherwise known to his Club at the time it terminated his Minor League UPC, a Minor League Player covered by this paragraph shall receive credit towards his suspension for games played by the Player's most recent minor league affiliate for the period beginning on the date his contract was terminated and end-

ing on the earlier of: (i) the date his suspension becomes effective; or (ii) the date the Player signs a new Minor League UPC with another Club.

Second, to the extent there is an ongoing investigation by the Office of the Commissioner into alleged misconduct by a Player at the time that Player's Minor League UPC is terminated, the Office of the Commissioner commits to proceeding with and, as soon as practicable, completing that investigation (consistent with Article XVI of the Minor League Basic Agreement) and rendering a disciplinary determination with respect to the conduct under investigation, irrespective of the Player's contract status. A Minor League Player covered by this paragraph shall have the same right to challenge this disciplinary determination as a Minor League Player signed to a valid Minor League UPC would have under the same circumstances. Where the existence of the investigation or the underlying allegations of misconduct are public or otherwise known to his Club at the time it terminated his Minor League UPC, a Minor League Player covered by this paragraph shall receive credit towards any suspension imposed at the conclusion of the investigation for games played by the Player's most recent minor league affiliate for the period beginning on the date his contract was terminated and ending on the earlier of: (i) the date his suspension becomes effective; or (ii) the date the Player signs a new Minor League UPC with another Club.

Third, the Office of the Commissioner will inform the Clubs of its disciplinary determination (including where the Commissioner's Office declines to impose discipline), as well as the result of any appeal of discipline, with respect to any released player.

For the avoidance of doubt, because termination of a Player's Minor League UPC is not disciplinary action, and is final and binding, the Arbitration Panel or Hearing Officer who presides over a challenge to discipline by a Player whose Minor League UPC has been terminated shall confine his or her decision in any such appeal to whether the Player committed the alleged violation(s) and, if applicable, whether the discipline is consistent with the Parties' collectively bargained agreements. The Arbitration Panel or Hearing Officer shall not have the authority to award, and the Player shall not be entitled to, any other relief or remedy of any kind, except that in the event the Arbitration Panel or Hearing Officer upholds any portion or the entirety of a

Player's suspension, the Arbitration Panel or Hearing Officer shall give the Minor League Player any applicable credit towards his suspension pursuant to the terms set forth above.

Very truly yours,

Patrick J. Houlihan
Executive Vice President
Labor Relations
Office of the Commissioner
Major League Baseball

ATTACHMENT 3

SPORTS BETTING POLICY FOR MINOR LEAGUE PLAYERS

This memorandum sets forth Major League Baseball's collectively bargained sports betting and other legal gaming policy ("Policy") covering all Minor League Players, as defined in Article II of the Minor League Basic Agreement ("Minor League Players" or "Players"). Although many of the principles addressed in this Policy are already covered by Major League Rule 21 (which remains in full force and effect), we believe that additional rules are required to safeguard our sport as legalized sports betting becomes more pervasive. For your reference, a copy of the full text of Major League Rule 21 is attached to this memorandum. Please be aware that violations of Major League Rule 21 or this Policy may result in discipline up to and including permanent ineligibility from Major League and Minor League Baseball. This bulletin, which supersedes and replaces all prior bulletins on these subjects, must be distributed to all Minor League Players and posted in every Minor League clubhouse.

I. Prohibited Conduct for Minor League Players

No Betting on Baseball. Minor League Players may not bet on any professional or amateur baseball games (including, without limitation, Major League Baseball, Minor League Baseball, international, college, high school and youth games) (hereinafter referred to as "Baseball Games") or events (including, without limitation, home run derbies, allstar games, skills competitions, tournaments, player transactions and player drafts) (hereinafter referred to as "Baseball Events"). This prohibition applies to all bets related to Baseball Games or Baseball Events, including, without limitation, bets on the outcome of games (either individual games or multiple games such as a series or season) or events within games (e.g., the outcome of a particular pitch, at-bat, play or inning), any all-star game or home run derby, post-season qualification or results, the performance of players, actions that take place during games, transactions or the draft. See also Major League Rule 21(d). In addition, Minor League Players may not ask others to place bets on their behalf, knowingly benefit financially from, or knowingly assist with

- bets placed by others (regardless of whether those bets are on Baseball Games or Baseball Events).
- B. Fantasy Games. Minor League Players are prohibited from knowingly engaging in any of the following conduct with respect to full-season, partial season, or daily fantasy baseball games (including, but not limited to, online fantasy baseball games from providers such as FanDuel, DraftKings, and other similar entities) (collectively, "Fantasy Baseball Games"): participating in Fantasy Baseball Games in which prize money or other things of value are available to participants; assisting individuals who participate in such games; or arranging for others to participate on a Minor League Player's behalf.
- **C. Illegal Betting.** Minor League Players may not place illegal bets on any sport or event, including bets placed with illegal bookmakers or illegal off-shore sports betting websites or applications. See Major League Rule 21(d)(3).
- Players may place legal bets on sporting events other than Baseball Games and Baseball Events in jurisdictions in which such bets are legal, provided that the person placing the bet is eligible under applicable law to place the wager. Similarly, Minor League Players may participate in legal fantasy games relating to sports other than baseball for prizes or other things of value. Players who decide to bet on sports other than Baseball Games and Baseball Events should always do so responsibly. For questions or concerns about a personal gambling problem, call or text the National Problem Gambling Helpline at 1-800-522-5700, or talk with a helpline specialist at www.ncpgambling.org/chat. These resources are free, confidential, and available 24/7.
- E. Game Fixing. Minor League Players are prohibited from intentionally influencing or manipulating (or intentionally attempting to influence or manipulate) any Baseball Game or Baseball Event so that the final outcome, or any other outcome or aspect of the game or event, is fully determined by anything other than its merits, irrespective of whether the Players benefit financially from their wrongful conduct. A

Minor League Player also violates this rule if, upon being solicited by any person or entity to engage in such behavior, the Player fails to inform the Commissioner's Office (MLB-DOI@mlb.com; text (732) 898-2364; call (239) 688-5850) immediately of the solicitation, and of all facts and circumstances connected therewith. See also Major League Rule 21(a).

- F. No Tipping or Disclosure of Confidential Information. Confidential information, including non-public information regarding player health, rosters, lineups, transactions, discipline, umpires, or other non-public information, may be sought by individuals who desire to exploit such information in the betting markets. Minor League Players are prohibited from intentionally disclosing such confidential information regarding their Club's Major or Minor League affiliates or MLB, or any professional or amateur baseball team or league, to any person if they know (or should know) that that person intends to use such confidential information in connection with the betting markets.
- G. Activities for and Grants of Rights to Legal Sports Gaming Companies. Minor League Players may engage in promotional or endorsement activities (e.g., licensing the use of the Minor League Player's name, image, likeness, and other personal attributes (collectively, "Attributes") in advertisements or making personal appearances) on behalf of, may promote or endorse, and may license use of his Attributes in or in connection with a third party engaged in, or products that involve or enable (e.g., video games that enable sports betting or contain components of daily fantasy sports), legal betting (including, without limitation, casinos, racetracks, purveyors of Fantasy Baseball Games, sportsbooks, lotteries, or any other entity that offers or accepts wagering relating to sporting events or otherwise) (a "Sports Gaming Company"); provided that:
 - (i) the player is at least twenty-one (21) years old;
 - (ii) promotional activity and/or licensed use of Attributes is otherwise permitted by and consistent with the Minor League Basic Agreement, Major League Rules, and the Minor League Player's UPC;

- (iii) the promotional activity and/or licensed use of Attributes does not include or reference in whole or in part any "MLB Marks," which for purposes of this provision includes the trademarks, logos, symbols, and insignias of the Major League Clubs and PDL Clubs (including but not limited to uniforms and trade dress); the Major League Baseball and Minor League Baseball silhouetted batter logos; or any other trademarks, logos, symbols, or insignias of Major League Baseball, Minor League Baseball, or any Major League Club or PDL Club;
- (iv) the Player does not authorize or allow the use of his name, uniform number, image, likeness, or any other Attributes in order to advertise, promote, or encourage betting on (for or against) any Baseball Game(s) or Baseball Event(s), or any event(s) or outcome(s) related in any way to Baseball Games or Events (including, without limitation, betting on a Club's season or partial season win/loss records; end of season awards voting; or any other in-game or in-season "prop bets" associated with Clubs or players); and
- (v) the agreement regarding such promotional activity and/ or licensed use of Attributes is in writing and for a company approved by the Commissioner's Office as an Approved Sports Betting Operator (collectively, the "Permitted Activities and Grants"). A list of Approved Sports Betting Operators is attached hereto as Appendix A.

Any Minor League Player who receives any compensation or other benefits from a Sports Gaming Company must notify the Commissioner's Office (compliance@mlb.com) within five (5) days of the execution of the agreement with the company or the receipt of the compensation or benefits, whichever comes first. Notification must include (i) the execution date of the agreement, (ii) the duration of the agreement, (iii) a list of the parties to the agreement, and (iv) a detailed description of the services to be provided by the player. The player must also notify the Commissioner's Office within five (5) days if any of this information changes, or if an agreement with a Sports Gaming Company is renewed.

Other than the Permitted Activities and Grants, or as otherwise set forth in this Policy, Minor League Players are prohibited from performing any other services related to, in support of or in connection with sports betting (including, without limitation, consulting or advising on sports betting issues). For clarity, the prohibition in the preceding sentence shall not prevent a Minor League Player from participating in the activities set forth in Section I.B. and I.D. as permitted (or not prohibited), or from engaging in any e-sports (e.g., videogame) competitions, provided that such competitions do not involve betting on Baseball Games or Baseball Events, or broadcasting or entertainment content services for Sports Gaming Companies that do not support or relate to sports betting. Failure to abide by the rules described above will result in disciplinary action, subject to the just cause provisions of the Minor League Basic Agreement, which may include fines, suspensions, termination of employment and/or permanent ineligibility to play for, associate with or work in Major or Minor League Baseball.

Ownership Interests in, or Indebtedness to, Sports Gaming Companies. Minor League Players (but, for clarity, not the Major League Baseball Players Association, MLB Players, Inc. or any affiliates or licensees of such entities) are prohibited from being a director of or holding a direct or indirect ownership or economic interest ("Ownership Interest") in, or intentionally borrowing money or entering into any other financial arrangement whereby a Minor League Player owes money to, any Sports Gaming Company. The determination of whether an entity is a Sports Gaming Company will be made and consistently applied by the Commissioner, in his/her reasonable discretion and subject to the terms hereof. Notwithstanding the foregoing, a Minor League Player may own shares in a Sports Gaming Company, provided that he does not own, directly or indirectly, more than 1% of any class of securities (or class of other ownership interests) in such company and does not serve as an officer, director, employee or consultant of the company.

II. Reporting of Prohibited Conduct to the Commissioner's Office

- A. Obligation to Report Prohibited Conduct. Minor League Players must immediately report to the Commissioner's Office (MLBDOI@mlb.com; text (732) 898-2364; call (239) 688-5850) any information they possess involving a violation, or suspected violation, of this Policy.
- **B.** Discipline for Failure to Report. Failure to report such information may result in disciplinary action. See Major League Rule 21(a).
- C. No Retaliation. Deliberate retaliation against any individual who, in good faith, reports a violation of the rules set forth in this bulletin, even if an investigation into the underlying disclosure finds that misconduct did not occur, is prohibited.

* * *

If you have any questions regarding this Policy, Major League Rule 21, or the topics covered therein, please do not hesitate to contact Jeff Perconte (jperconte@mlbpa.org; (212) 826-0808) at the Major League Baseball Players Association or Moira Weinberg (moira. weinberg@mlb.com; (212) 931-7535) or Quest Meeks (marquest.meeks@mlb.com; (212) 931-7814) at the Commissioner's Office.

Appendix A

Approved Sports Betting Operators

- 1. FanDuel
- 2. BetMGM
- 3. DraftKings
- 4. Caesars/William Hill
- 5. PointsBet
- 6. Bet365
- 7. Betway
- 8. theScore
- 9. Tipico
- 10. BetFred
- 11. 888 (d/b/a Sports Illustrated)
- 12. Wynn
- 13. Bally Bet
- 14. Underdog
- 15. Hard Rock Digital
- 16. Intralot
- 17. SuperBook
- 18. FOX Bet

Matthew R. Nussbaum, Esq. General Counsel Major League Baseball Players Association 12 East 49th Street New York, New York 10017

Re: Additional Agreements on Sports Betting

Dear Matt:

This letter is to confirm that, in addition to the terms of the Sports Betting Policy for Minor League Players (abbreviated below as the "Policy"), the Parties have reached various other agreements on the topic of sports betting, as set forth below.

A. Safety

In any location where sports betting on Minor League baseball games is or becomes legal, as soon as is practicable Clubs shall be required to:

- Include in ballpark conduct policies a prohibition against betting-related, abusive fan speech and behavior that is directed at Players, Players' family members, Club personnel, or umpires.
- Include in ballpark security plans measures to prevent spectators from entering the field of play and other restricted areas (e.g., bullpens), and also measures to protect any areas of the ballpark designated for seating of Player family and guests.

B. Appeals of Discipline

Any appeal of discipline imposed on a Player for violations of the Policy, Rule 21(d), or any other Player discipline related to sports betting shall be handled on an expedited basis pursuant to Article XIV of the Minor League Basic Agreement.

C. Education & Miscellaneous

1. To the extent the sports betting education, training, and safety programs developed for Minor League Players differ from

similar programming developed for Major League players, each off-season on or before February 20 the Office of the Commissioner shall provide to the Players Association with notice of such Minor League programming and an opportunity to consult regarding potential amendments.

Unless otherwise authorized under the Minor League Basic 2. Agreement, the Office of the Commissioner and Clubs will not license or disclose to any Sports Gaming Company (as defined in the Policy) or sports betting "tout service" (or similar advisory service providing sports betting advice) any confidential personal medical information, personal biometric data, or non-public data used to evaluate Player performance in practices or training sessions. For purposes of this prohibition, personal biometric data means any information about a Player representing or derived from his DNA, heart rate, blood pressure, perspiration rate, internal or external body temperature, hormone levels, glucose levels, hydration levels, vitamin levels, bone density, muscle density, or sleep patterns. Any statistical information regarding or derived from Player activities in ballpark (including any time that gates are open to admit fans), other than confidential personal medical information, personal biometric data, or nonpublic data used to evaluate player performance in practices or training sessions, shall not be subject to restriction under this section

Very truly yours,

Patrick J. Houlihan
Executive Vice President
Labor Relations
Office of the Commissioner
Major League Baseball

Domestic Violence, Sexual Assault and Child Abuse Policy

Major League Baseball and the Major League Baseball Players Association (herein "the Parties") desire to formulate a Domestic Violence, Sexual Assault and Child Abuse Policy and Program for Minor League Players (as defined in the Minor League Basic Agreement) that:

- takes an absolute stand against domestic violence, sexual assault and child abuse;
- protects the legal and procedural rights of Players;
- provides assistance to victims and families, including information and referrals to available resources;
- recognizes that Players may also be the victims in intimate relationships;
- focuses on education and prevention, including training on this policy;
- utilizes the most effective methods and resources for therapeutic intervention for abusers and those abused; and
- allows for therapeutic programs for Players and for the imposition of appropriate discipline on Players.

I. Definitions.

Domestic violence is a pattern of abusive behavior in any intimate relationship that is used by one partner to gain or maintain power and control over another intimate partner. It occurs in heterosexual and same sex relationships and impacts individuals from all economic, educational, cultural, age, gender, racial, and religious demographics. Domestic violence includes, but is not limited to, physical or sexual violence, emotional and/or psychological intimidation, verbal violence, stalking, economic control, harassment, physical intimidation, or injury. Notwithstanding this definition, a single incident of abusive behavior in any intimate relationship, or a single incident of abusive behavior involving a member of a Player's family who

is domiciled with him, may subject a Player to discipline under this Policy.

Sexual assault refers to a range of behaviors, including a completed nonconsensual sex act, an attempted nonconsensual sex act, and/or nonconsensual sexual contact. Lack of consent is inferred when a person uses force, harassment, threat of force, threat of adverse personnel or disciplinary action, or other coercion, or when the victim is asleep, incapacitated, unconscious or legally incapable of consent.

Child abuse is any act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation of a child who is under the age of 18 or not an emancipated minor, or any act or failure to act which presents an imminent risk of such harm to such a child. "Child Abuse" also includes the production, distribution, receipt, or possession of "child pornography," defined as any visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct.

This Policy covers acts of child abuse, domestic violence and sexual assault (together, "Covered Act") as defined above and applies to all Minor League Players, as defined in Article II of the Minor League Basic Agreement, except as expressly set forth herein.

II. Investigation of Incidents. The Commissioner's Office may conduct an investigation of a Player's alleged conduct. The procedures set forth in this Policy shall be triggered when the Commissioner's Office provides the Players Association with written notification that it is investigating an allegation that a Player has engaged in a Covered Act ("Notification"). Unless otherwise expressly stated herein, the Minor League Basic Agreement remains in effect and its relevant provisions apply under this Policy.

- A. Administrative Leave. If the Commissioner's Office has information indicating that a Player may have engaged in a Covered Act(s), the Commissioner's Office may place such Player on Administrative Leave for up to seven (7) days. The Commissioner's Office may ask the Players Association to consent to a one-time extension of the initial seven-day Administrative Leave period for an additional seven (7) days (for a total of fourteen (14) days), which consent shall not be unreasonably withheld. The Commissioner's Office also may choose to defer placing the Player on Administrative Leave.
- Player Status on Administrative Leave. A Player on В. Administrative Leave shall be placed on the Minor League Administrative Leave List. While on Administrative Leave, a Player shall continue to receive the salary and any other service credit or benefits to which he otherwise would be entitled but for his placement on Administrative Leave. A Player on Administrative Leave shall be ineligible to participate in any of his Club's games (including Spring Training games where tickets are sold). At the request of the Club and with the consent of the Commissioner's Office, which shall not be unreasonably withheld, the Player may participate in non-public practices or workouts, or at the Club's Spring Training facility. The Commissioner's placement of a Player on Administrative Leave shall not be considered disciplinary under this Policy.
- C. Cooperation with Investigation. Pursuant to Article XVI, the Commissioner's Office may conduct an investigation of the Player's alleged conduct. The investigation, including the rights of the Player and the Parties, is governed by the relevant provisions of the Minor League Basic Agreement. The Player and the Players Association shall cooperate with the investigation, including making the Player available for an investigatory interview and producing documents and information. Among other things, it shall be deemed a failure to cooperate for any Player (or any individual acting on the Player's behalf) to directly or indirectly engage in conduct that is aimed at, or

has the effect of, intimidating or tampering with an alleged victim or witness, or of discouraging or preventing the cooperation of such person, during an investigation conducted pursuant to the Policy. In addition, it shall be deemed a failure to cooperate under the Policy if a Player enters into a settlement agreement or other agreement with an alleged victim or witness that, because of a confidentiality or other non-disclosure provision in that agreement, prevents that person or the Player from cooperating with an investigation, including the disclosure of documents, testimony, or other information concerning an alleged Covered Act. However, it shall not be deemed a failure to cooperate under the Policy if a victim or witness decides independently not to cooperate with a Commissioner's Office investigation.

D. Conference. Prior to the conclusion of the period of Administrative Leave or the imposition of discipline, the Parties shall meet to discuss the matter. The Parties' discussion shall be considered confidential and not admissible in any Grievance challenging discipline that may be imposed on the Player.

III. Discipline.

- A. Commissioner Discipline. The Commissioner may discipline a Player who commits a Covered Act for just cause. In addition, a Player's failure to comply with his Treatment Plan adopted pursuant to Section V below may be an independent violation of this Policy. A Player's failure to cooperate with an investigation as set forth in Section II.C above also shall constitute an independent violation of this Policy.
- **B.** Deferral of Discipline. The Commissioner may decide to defer discipline of a Player pending resolution of a criminal or civil matter arising out of the conduct, or in order to complete its investigation. The decision of the Commissioner to defer discipline shall not be evidence in any appeal of discipline that the Commissioner may ultimately impose. For the avoidance of doubt, any time limits for

challenging discipline shall be stayed if the Commissioner determines to defer disciplinary action.

C. Club Discipline. Initial authority to discipline Players for events that include violations of this Policy (including all aspects of the incident from which the alleged violation arose) shall repose with the Commissioner's Office. The Commissioner's Office will retain authority to discipline Players under this Policy until it provides the Players Association and the Player with notice that it is transferring such authority to the Club. Such a transfer may occur at any time before the issuance of discipline to the Player by the Commissioner's Office. If the Commissioner's Office does not transfer its authority, no Club may take any disciplinary or adverse action against a Player arising from an incident involving a Covered Act; except that, irrespective of any disciplinary action taken by the Commissioner, a Club may (i) take adverse action in response to a Player's failure to render his services due to a disability resulting directly from a physical injury or mental condition arising from his violation of the Policy and (ii) withhold salary from a Player for any period he is unavailable because of legal proceedings or incarceration arising from his violation of the Policy. For the avoidance of doubt, nothing herein shall alter or diminish in any way a Club's right to terminate a Player's Minor League Uniform Player Contract ("UPC") for any reason, and such termination shall not be considered disciplinary or adverse action against the Player. See Article XVI. If the Commissioner's Office notifies a Club, the Player and the Players Association that the Commissioner's Office will not impose discipline, a Club may discipline a Player who commits a Covered Act for just cause, regardless of whether the Commissioner's Office had previously placed the Player on Administrative Leave pursuant to this Policy or conducted an investigation. A decision by the Commissioner to defer a disciplinary decision pursuant to Section III.B shall not trigger a Club's right to discipline in an absence of a notification to the Club, the Player and the Players Association that the Commissioner will not

impose discipline. The fact that a Club rather than the Commissioner imposed discipline on a Player shall not be relied on by a Player in challenging whether the discipline was supported by just cause. If a Club attempts to take disciplinary action against a Player in violation of Section III.C, the Players Association may seek emergency relief from the Arbitration Panel, which may enjoin that disciplinary action if it determines that the Player has a substantial likelihood of demonstrating such a violation of Section III.C.

- **D.** Forms of Discipline. The discipline imposed by the Commissioner or a Club may include any discipline authorized by the Minor League Basic Agreement or the Minor League UPC.
- **E.** Suspensions. Unless otherwise provided herein, all suspensions under this Policy shall be without pay, and the Player will be placed on the Restricted List during the term of any suspension. At the request of the Club and with the consent of the Commissioner's Office, which shall not be unreasonably withheld, the Player may participate in non-public practices or workouts, or at the Club's Spring Training facility.
- F. Selection to 40-Man Roster. A Player suspended under this Policy is not permitted to be selected or otherwise placed on a 40-man roster before such suspension is complete. A Player who commits a Covered Act(s), but who is not disciplined for such Act(s) until after his promotion to a 40-man roster shall be treated as if the Player violated the Parties' Joint Major League Domestic Violence, Sexual Assault, and Child Abuse Policy, contained in Attachment 52 to the Major League Basic Agreement. In addition, a Player who commits a Covered Act(s) while on a 40-man roster, but who is disciplined for such Act(s) after being assigned to a Minor League affiliate (excluding Players on optional assignment) shall be treated as if the Player violated this Policy.

- **IV. Procedures for Challenging Discipline.** The procedures for challenging disciplinary action set forth in Article XIV of the Minor League Basic Agreement shall apply except as otherwise stated herein.
 - A. Arbitration Panel Review. The Minor League Arbitration Panel shall have jurisdiction to review a challenge by a Player or the Players Association of any discipline imposed under the Policy pursuant to Article XIV of the Minor League Basic Agreement. The procedures for challenging discipline set forth in the Minor League Basic Agreement apply except as otherwise stated herein. A Grievance challenging discipline imposed pursuant to this Policy shall be handled as an expedited disciplinary matter by the Minor League Arbitration Panel.
 - Burden of Proof. In any case involving discipline В. imposed under this Policy, the Commissioner's Office shall have the burden of proving that the Player committed a Covered Act. A criminal conviction for an offense involving a Covered Act or a plea of guilty, no contest or nolo contendere, to an offense involving a Covered Act, whether a misdemeanor or felony, shall satisfy the Commissioner's Office's burden of proving a violation. In cases involving a criminal conviction or a plea of guilty, no contest or nolo contendere, the disposition and factual findings may not be challenged; provided, however, that the level of discipline imposed by the Commissioner or Club may be challenged. A Player may be subjected to disciplinary action for just cause by the Commissioner for a violation of this Policy in the absence of a conviction or a plea of guilty to a crime involving a Covered Act.
 - C. Just Cause. This Policy arises in part from the increased recognition and understanding of the seriousness and harm resulting from Domestic Violence, Sexual Assault and Child Abuse. As a result, precedent and past practice regarding the discipline of Players for Covered Acts prior to the enactment of the first iteration of the Minor League Baseball Player Domestic Violence, Sexual Assault and Child Abuse Policy in 2015 are not relevant in assessing

the appropriate level of discipline under this Policy. In addition, in evaluating the just cause of the level of discipline imposed under the Policy, the Minor League Arbitration Panel may consider aggravating and mitigating factors where relevant and appropriate.

V. Treatment and Intervention.

- A. Joint Policy Board. The Joint Policy Board established in Section IV of the Major League Joint Domestic Violence, Sexual Assault and Child Abuse Policy shall also be responsible for evaluating, and where treatment is appropriate, supervising the treatment of Players who have committed or are alleged to have committed Covered Acts. It may also provide evaluation and treatment to Players who voluntarily request the Board's assistance.
- **B.** Referral to Joint Policy Board. The Commissioner may require a Player who is under investigation pursuant to this Policy to be evaluated by the Joint Policy Board. The results of any evaluation, or the substance of any Treatment Plan shall not be admissible in any appeal challenging discipline imposed by the Commissioner's Office or a Club pursuant to the Policy or in any other matter.
- C. Treatment Plan. If appropriate under the circumstances, the Joint Policy Board shall develop a Treatment Plan for the Player. A Treatment Plan must be approved by a majority of the Joint Policy Board to become effective. Among other things, the Joint Policy Board shall identify appropriate health care professionals in the Player's home city to provide counseling and intervention. The health care professionals treating the Player must provide the Joint Policy Board, at a frequency identified in the Treatment Plan, with regular, standardized written status reports that detail the Player's progress and compliance with the Treatment Plan.
- **D.** Treatment Plan Content. The Treatment Plan prescribed by the Joint Policy Board for the Player may include the

following non-exhaustive list of prescribed and/or prohibited actions by a Player:

- Submission to psychological and other evaluations (including but not limited to those assessing domestic violence, child abuse, sexual assault and drug and/or alcohol testing if separately directed or required under another Minor League Policy) as deemed necessary;
- **2.** Attendance at prescribed counseling and other therapeutic sessions;
- **3.** Participation in educational training specific to understanding the effects of abuse on victims and their families, including children, and the components of healthy relationships and healthy confrontation;
- 4. Compliance with relevant court orders and/or agreements between the Player and alleged victim, including but not limited to support;
- **5.** Relocation from a shared home temporarily or indefinitely;
- **6.** Acceptance of limits on the contact methods, frequency, and subject matter with partner/spouse/children, and designated others;
- 7. Relinquishment of all weapons and agreement not to secure more;
- **8.** Compliance with any other reasonable direction designed to promote safety for the partner/spouse, children, Player, and any other person at risk; or
- **9.** Any other relief designed to promote safety and further the objectives of this Policy.

E. Treatment Plan Non-Compliance.

1. The Commissioner may discipline a Player who commits a Covered Act (whether or not the same person was involved in the initial complaint), including a Player in a Treatment Plan under this Policy.

- 2. Except as provided in Section E.1 above, a majority of the Joint Policy Board will determine whether a Player has not complied with the Player's Treatment Plan. Before making its determination, the Player or the Player's representative may provide information to the Joint Policy Board in the Player's defense. The Joint Policy Board will make its determination whether a Player has failed to comply with a Treatment Plan, by applying the following criteria:
 - **a.** A Player who refuses to submit to an evaluation, including any follow-up meetings or tests requested by the Policy Board, will be deemed to have violated the Treatment Plan.
 - **b.** A Player who consistently fails to participate in mandatory sessions with an assigned health care professional will be deemed to have failed to comply with the Treatment Plan.
 - c. Absent a compelling justification, a Player will be presumed to have failed to comply with his Treatment Plan if the assigned health care professional informs the Joint Policy Board in a status report that the Player is not cooperating with the requirements of the Treatment Plan.
- **F.** Treatment Plan Modification. The Joint Policy Board may periodically revise a Player's Treatment Plan or extend its end date on its own initiative, or on the recommendation of the Player's assigned health care professionals.
- G. Communication. The Joint Policy Board shall make available a general partner/spouse and family information and referral package when a Treatment Plan is implemented for a Player. The Player's Treatment Plan will not be shared with the partner/spouse absent agreement of the Player. With the exception of any statements or press releases made by the Office of the Commissioner pursuant to Section VII below, all information related to a Player's involvement with the Joint Policy Board shall be kept completely confidential.

- VI. Return to Active Status. All returns to active status for a Player from a suspension that is upheld (or not challenged) are subject to a certification of fitness from the assigned health care professional and an agreement by the Player to adhere going forward to any Treatment Plan prescribed by the Policy Board.
- VII. Confidentiality. The confidentiality of Player information is essential to the success of this Policy. To ensure that confidentiality is protected, the Parties agree to the following confidentiality provisions:
 - A. **Definition.** All information related to, arising from or considered in connection with the evaluation, counseling and treatment of a Player by the Joint Policy Board, and all information obtained by the Commissioner's Office through its investigation of an alleged Covered Act, is confidential, provided that this definition excludes information that has previously been made public or is made public by a source other than the Player, the Players Association or the Commissioner's Office.
 - Prohibition on Disclosure. The Commissioner's Office, В. the Players Association, the Clubs, the Joint Policy Board and any third parties who are consulted under this Policy are prohibited from disclosing confidential information that they already possess as defined above, except (i) in connection with or in anticipation of a Grievance or potential Grievance involving discipline or potential discipline under this Policy; (ii) to inform the Player's Club of the Player's treatment under the Policy; (iii) to inform the Player's Club where a trade involving a Player who is the subject of an active, non-public investigation is submitted to the Commissioner's Office; (iv) where necessary to effectively administer a Player's treatment under the Policy; or (v) where disclosure is required by law, including court order, and is not subject to any claim of privilege. Club representatives who are notified of an investigation pursuant to this Section shall not disclose such information to anyone outside those with a need to know within their organization. If the Commissioner's Office or the Joint Policy Board or any of their agents receive a sub-

poena or other legal process seeking confidential information, the Commissioner's Office will notify the Players Association and give it an opportunity to intervene and oppose disclosure of the confidential information. Each Party is responsible for ensuring that the individuals to whom they disclose confidential information under this Policy maintain the confidentiality of the information, and each Party will be deemed responsible for any unauthorized disclosures by persons to whom they provide confidential information.

C. Public Disclosure of Discipline. The Commissioner's Office may issue a statement announcing (i) the discipline of a Player under this Policy, including the length of any suspension, (ii) that a Player has been placed on administrative leave pending an investigation under the Policy, or (iii) that the Commissioner's Office has stayed its investigation of an alleged incident under this Policy pending resolution of a criminal matter. The Commissioner's Office will not otherwise make announcements related to Covered Acts or alleged Covered Acts under this Policy. Notwithstanding the foregoing, if a Player, the Players Association or the Player's representative makes statements challenging the discipline or denying the alleged conduct, the Commissioner's Office may make a statement in response to such comments. The Player's Club may issue a public statement in response to the announcement of a Player's discipline under this Policy, provided that a draft of the statement is sent to the Players Association at least sixty (60) minutes prior to its issuance, and the Club considers in good faith any comments provided by the Players Association. If allegations related to a Player's alleged violation of the Policy become public through a source other than the Commissioner's Office, a Club or their respective agents, the Commissioner's Office may issue a public statement that it is conducting an investigation of the allegations, and the Players Association may issue a public statement that it is monitoring the situation. Neither party shall disclose any confidential information.

D. Enforcement. Either the Commissioner's Office or the Players Association may file a Grievance under Article XIV of the Minor League Basic Agreement if the other Party violates the Confidentiality provisions of this Policy. The Minor League Arbitration Panel shall have jurisdiction to adjudicate any such Grievance. The Party bringing the Grievance has the burden of proof with respect to establishing the violation. Media reports that do not identify a source of confidential information do not establish a violation of the Confidentiality provisions of this Policy without additional evidence.

VIII. Training, Education and Community Outreach.

The Office of the Commissioner's Domestic Violence, Sexual Assault and Child Abuse Prevention and Response Team ("DVPRT") shall determine appropriate education and training programs for Players and their families. All aspects of the training and education program, including the frequency and content of training and the selection of the training staff, shall be determined by the DVPRT. All training and education shall be presented in English and Spanish.

IX. Resources for Players and Their Families.

- A. Confidential Assistance Program. The Commissioner's Office shall offer support services to Players, Player's families, and victims on a confidential basis, including through the Minor League Family Support Program. With the exception of general usage statistics, the Commissioner's Office shall not be provided with any confidential information regarding usage of the service by Players, victims, or Player's families.
- **B.** Family Resources. The Commissioner's Office shall develop a plan for the publication of referral information, websites, and resources (including hotlines, shelters and outreach facilities) for spouses, partners and families of Players.

Patrick J. Houlihan, Esq.
Executive Vice President
Labor Relations
Office of the Commissioner
Major League Baseball
1271 Avenue of the Americas
New York, New York 10020

Re: <u>Notification of Clubs Pursuant to Section VII.B.3 of the Minor</u> League Domestic Violence, Sexual Assault and Child Abuse Policy

Dear Pat:

I write to memorialize the Parties' agreement relating to Section VII.B.3 of the Minor League Domestic Violence, Sexual Assault and Child Abuse Policy (the "Policy"). Notwithstanding any language to the contrary in the Policy, the Minor League Basic Agreement, or any of the Parties' other collectively bargained agreements regarding Minor League Players (as defined in the Minor League Basic Agreement), a Club that has received notification from the Office of the Commissioner in advance of the potential trade of a Player to another Club pursuant to Section VII.B.3 of the Policy may not terminate the Player's Uniform Player Contract until the earlier of (i) the completion of the Office of the Commissioner's investigation and the Commissioner's disciplinary determination, or (ii) the existence of the investigation becomes public by a source other than the Office of the Commissioner or the Club. For the avoidance of doubt, in the event a Club or the Office of the Commissioner violates the terms set forth in this letter, a Player may file an expedited Grievance with the Minor League Arbitration Panel that seeks back pay.

Very truly yours,

Matthew R. Nussbaum General Counsel Major League Baseball Players Association

Tony C. Clark
Executive Director
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Re: <u>Joint Treatment Program for Alcohol- and Marijuana-Related</u> <u>Conduct</u>

Dear Tony:

The purpose of this letter is to confirm that the Parties have agreed to establish a Joint Treatment Program to deal with certain alcohol- and marijuana-related conduct and off-field violent conduct by Minor League Players during the term of the Minor League Basic Agreement. Specifically, the Parties have agreed as follows:

- 1. The Treatment Board, as defined under the Major League Baseball Joint Drug Prevention and Treatment Program, will be responsible for creating and supervising individualized treatment programs for Minor League Players with an alcohol use problem, a marijuana use problem, or Players who have engaged in off-field violent conduct. Notwithstanding the foregoing, if such conduct constitutes a "Covered Act" under the Minor League Domestic Violence, Sexual Assault and Child Abuse Policy and Program for Minor League Players (see Attachment 5), Player evaluation and treatment shall be pursuant to the terms of that Policy.
- 2. Referral to the Treatment Board will be mandatory when:
 - (a) A Player is arrested or charged by law enforcement authorities with driving while intoxicated, driving under the influence of alcohol and/or marijuana, or any other criminal violation relating to the use of alcohol and/or marijuana.
 - (b) A Player is arrested or charged by law enforcement authorities with a criminal violation in which the authorities allege that the use of alcohol and/or marijuana may have been a contributing factor in the misconduct.
 - (c) A Player appears intoxicated or under the influence of alcohol and/or marijuana during any of the Club's games, practices,

- workouts, meetings or otherwise during the course and within the scope of his employment.
- (d) A Player is found to have used marijuana in a prohibited location, including but not limited to a Club hotel or other Club property.
- (e) Club medical personnel reasonably suspect that the Player may suffer from an alcohol and/or a marijuana use problem.
- (e) A Player is charged by law enforcement authorities with a crime involving the use of physical force or violence, including but not limited to, resisting arrest, battery, and assault.
- 3. Any Player who is referred to the Treatment Board will be evaluated by the Medical Representatives of the Treatment Board in the case of an alcohol and/or a marijuana use problem, or by a neutral expert selected by the Medical Representatives of the Treatment Board in the case of off-field violence. The purpose of the initial evaluation is to determine whether the Player could benefit from a Treatment Program, and if so, the type of Treatment Program that would be most effective for the Player involved.
- 4. A Player's participation in any Treatment Program is voluntary. A Player's failure to participate in any Treatment Program shall not subject the Player to discipline. A Player's referral to the Treatment Board is not intended to supplant any right a Club or the Office of the Commissioner may have under a Player's UPC or the Basic Agreement to discipline a Player for his conduct, or any potential defenses of the Player or the Association to such discipline. The Player's participation in any Treatment Program shall be considered as a mitigating factor in any discipline imposed by either the Club or the Office of the Commissioner.

Sincerely,

Daniel R. Halem
Deputy Commissioner &
Chief Legal Officer
Office of the Commissioner
Major League Baseball

SOCIAL MEDIA POLICY

Minor League Players

Definitions:

Social Media—Any form of online or interactive media, including, but not limited to profiles, commentary, writings, photographs, images, logos, and audio or video files posted on outlets including but not limited to Facebook, Instagram, Snapchat, Twitter, blogs, podcasts, message boards and websites.

Content—All material posted on Social Media, including links to other websites.

MLB Entity—Any entity affiliated with Major League Baseball, including the 30 Major League Clubs, Minor League Clubs, the Office of the Commissioner of Baseball, MLB PDL, The MLB Network, LLC, MLB Advanced Media, L.P., and Tickets.com, LLC.

Prohibited Conduct: In addition to the prohibition on the use of electronic devices during games that is contained in On-Field Regulation 1-2, Minor League Players may not engage in the following conduct with respect to the use of Social Media:

- 1. Displaying or transmitting Content via Social Media that reasonably could be construed as an official public communication of any MLB Entity without obtaining proper authorization.
- 2. Using an MLB Entity's logo, mark, or written, photographic, video or audio property without obtaining proper authorization.
- 3. Linking to the website of any MLB Entity on any Social Media outlet without obtaining proper authorization.
- 4. Displaying or transmitting Content that contains confidential or proprietary information of any MLB Entity or its employees or agents, including, for example, financial information, medical information, strategic information, etc.
- Displaying or transmitting Content that reasonably could be construed as condoning the use of any substance prohibited by Major League Baseball's Joint Drug Prevention and Treatment Program.

- 6. Displaying or transmitting Content that questions the impartiality of or otherwise denigrates a Major League or Minor League umpire.
- 7. Displaying or transmitting Content that is derogatory or insensitive to individuals based on race, color, ancestry, sex, sexual orientation, gender identity and expression, national origin, age, disability, or religion, including, but not limited to, slurs, jokes, stereotypes or other inappropriate remarks.
- 8. Displaying or transmitting Content that constitutes harassment of an individual or group of individuals, or threatens or advocates the use of violence against an individual or group of individuals.
- 9. Displaying or transmitting Content that contains obscene or sexually explicit language, images, or acts.
- 10. Displaying or transmitting Content that violates applicable local, state or federal law or regulations.

Nothing in this Policy prohibits you from discussing the terms and conditions of your employment to the extent protected by federal law or otherwise displaying or transmitting Content that is protected by applicable federal, state or local law.

Enforcement: A Minor League Player who violates this policy may be subject to discipline for just cause by either his Club or the Commissioner.

Major League Baseball's Weapon-Free Workplace Policy

The Commissioner has implemented the following policy regarding the possession of deadly weapons by individuals affiliated with Major League Baseball.

Coverage: This policy applies to all employees and independent contractors (hereinafter "Covered Individual") of Major League Clubs (at both the Major and Minor League level, including players), the Office of the Commissioner, MLB Advanced Media, MLB Online Services, MLB Network, Tickets.com and all other entities operated by Major League Baseball (hereinafter referred to as "MLB Entities").

Prohibition: All Covered Individuals are prohibited from possessing deadly weapons while performing any services for MLB Entities, including while traveling on business (e.g., road games). In addition, except as required by local law, MLB Entities shall prohibit the possession or use of deadly weapons in any facility or venue owned, operated, or controlled by them. A deadly weapon is any instrument or device designed primarily for use in inflicting death or injury to a human or animal or is capable of inflicting death or injury if used in the manner in which it was designed, including, but not limited to, firearms, explosives, daggers, metal knuckles, switchblade knives, and knives having blades exceeding five inches.

Exemptions:

- 1. Resident Security Agents or Club Security Personnel who work in law enforcement and are required to carry their weapons pursuant to local law or regulation.
 - 2. Qualified law enforcement personnel engaged in official duties.
- 3. Possession of firearms in a parking lot only in jurisdictions where such possession is protected by local law, and only to the extent protected by local law.
- 4. Club Travel Security personnel who are authorized by MLB and the home Club to carry firearms.
- 5. An exemption granted by the Office of the Commissioner for legitimate security reasons or to comply with applicable legal requirements.

Reporting: All violations of this policy should be reported to the Security and Ballpark Operations Department of the Office of the Commissioner.





WORKPLACE CODE OF CONDUCT: HARASSMENT & DISCRIMINATION

MLB DOES NOT TOLERATE HARASSMENT OR DISCRIMINATION BASED ON RACE, SEX, COLOR, RELIGION, NATIONAL ORIGIN, AGE, DISABILITY, ANCESTRY, GENDER IDENTITY AND EXPRESSION, MILITARY VETERAN STATUS, OR SEXUAL ORIENTATION.

MLB'S PRINCIPLES:

Harassment and discrimination are against MLB's values and will not be tolerated anywhere in the Major or Minor Leagues.

Sportsmanship means helping all players and other employees perform their best, regardless of race, color, religion, national origin, sexual orientation or gender identity, so the team can play its best.

IT'S PART OF YOUR JOB TO:

- RESPECT YOUR FELLOW PLAYERS AND EMPLOYEES. You may not know everything about who they are, including their sexual orientation. Without even knowing it, your words or actions could keep your teammate from playing his best—and that hurts your team.
- REPORT MISCONDUCT. If you see an individual harassing or discriminating against someone, tell that person to stop and report it to your Field Manager, your General Manager, the Commissioner's Office, or the Players Association.
- BE A MODEL OF SPORTSMANSHIP. It doesn't matter if you're onfield, on-line, tweeting, or talking to reporters or fans. You're always a representative of MLB and must conduct yourself with the honor that reflects positively on the League.

WHAT IS HARASSMENT OR DISCRIMINATION?

HARASSMENT is any verbal, physical, or visual behavior directed at another individual because of a protected characteristic, that (i) has the

purpose or effect of creating an intimidating, hostile, degrading, humiliating, or offensive environment; or (ii) materially interferes with an individual's work performance.

DISCRIMINATION is any adverse job-related decision or less favorable treatment of an individual or group because of a protected characteristic.

The following misconduct, can be harassment or discrimination:

- *Slurs, Insults, or Jokes.* Demeaning comments about someone's race, sex, color, religion, national origin, age, disability, ancestry, gender identity, military veteran status, or sexual orientation, including offensive names or phrases.
- Bullying. Abusive or intimidating behavior based on race, gender, color, religion, national origin, sexual orientation or gender identity.
- *Unwelcome Physical Contact.* Unwanted touching, kissing, or grabbing, or threats or simulations of unwanted sexual contact.
- *Pornography*. Pornography on bulletin boards, lockers, or anywhere else in the workplace or locker room is unacceptable. Sending pornography to co-workers or other players by mail, email, text, social media, or any other way is unacceptable.

"Major League Baseball aspires towards a collective culture of acceptance and mutual respect for the individual differences of the people that make the game of Baseball truly unique and exceptional."

- Robert D. Manfred, Jr., Commissioner of Baseball

"The Major League Baseball Players Association supports and promotes a discrimination-free and harassment-free workplace."

- Tony Clark, Executive Director, MLBPA

The Basic Agreement with the MLBPA states:

"The provisions of this Agreement shall be applied to all Players covered by this Agreement without regard to race, color, religion, national origin, gender identity and expression, sexual orientation, or any other classification protected under Federal Law."

WHAT IS THE WORKPLACE?

The workplace is not just the field or clubhouse. It includes any venue in which MLB personnel, Club employees, and players are engaged on behalf of the League or a Club, including the clubhouse, on the playing

field, in a Club's front office, and any other location in which people working in and around the game of baseball interact. Harassment canoccur in public or private. It can happen on the phone, through texting, tweeting, or email, in virtual or online spaces, in the locker room or stadium, at an official Club or MLB event, social gathering, press briefing, Spring Training, or during recruiting.

MLB's workplace includes Major and Minor League players, reporters, as well as League and Club employees, including all uniformed and non-uniformed personnel.

TOBACCO POLICY

For All Minor League Baseball Leagues, Extended Spring Training, Instructional League and the Arizona Fall League

A) BAN AT THE BALLPARK AND DURING TEAM TRAVEL:

The use or possession of tobacco (including, but not limited to, smokeless tobacco, cigarettes, e-cigarettes and vaping devices) or any similar product (including, but not limited to, substitute products similar in appearance to tobacco) is prohibited at all times, in all parts of the ballpark and during team travel. No tobacco or similar products, including free samples provided by various companies, shall be stored in any part of the ballpark or brought into the ballpark by players or any other Club personnel.

B) ALL PLAYERS, CLUB NON-PLAYING PERSONNEL AND UMPIRES ARE COVERED BY THIS POLICY.

C) DEFINITION OF A VIOLATION:

Each incident in which an individual covered by this policy is found to have possessed and/or used tobacco or a similar product similar as described above shall constitute a violation. Failure to comply with a cessation program imposed as the result of a violation shall be considered a separate violation.

D) PENALTIES FOR VIOLATIONS:

The following penalties shall be imposed on all players and non-playing personnel:

<u>Violations on the field, including dugout and bullpen:</u> All violations that occur on the field, including those in the dugout and bullpen, shall result in immediate ejection from the game by the umpire. No warning shall be given. In addition, the Commissioner's Office shall impose fines according to the scale set forth below.

<u>Violations in the clubhouse or other parts of the ballpark, and during team travel:</u> Violations in the clubhouse or other parts of the ballpark, or during team travel shall result in fines being imposed by the Commissioner's Office according to the scale set

forth below. The manager is responsible for reporting any violations in the clubhouse and during team travel to the Commissioner's Office.

E) SCHEDULE OF FINES:

First Violation Written warning and mandatory participation in a cessation program approved by the Office of the Commissioner.

Second Violation \$500 fine.

Third Violation \$1,000 fine.

Fourth and Subsequent Violations \$2,500 fine.

Fines for subsequent violations of this policy will be waived if the violator is able to show continued compliance with an approved cessation program. Participation in and completion of such a program must be certified to the Commissioner's Office.

Violations will carry over from year to year over the course of an individual's career. Any unpaid fines may subject the violator to salary garnishment at the discretion of the Commissioner's Office.

F) RESPONSIBILITY FOR ENFORCEMENT OF POLICY:

All violations of this policy are to be reported by the following personnel on the form provided by the Commissioner's Office.

MANAGERS

Managers shall be held responsible for eliminating the use and possession of tobacco or any similar product by all players and Club non-playing personnel at the ballpark and during all team travel, and for reporting such violations to the Commissioner's Office. In addition, a manager will be subjected to a \$500 fine for violation(s) committed by the players and non-playing personnel on his Club, but will not be subjected to mandatory cessation counseling unless he was personally observed in possession of and/or using tobacco or a similar project. Note: A manager's fine for an initial violation by a player will be waived if the player complies with mandatory cessation counseling.

UMPIRES

Umpires shall be held responsible for reporting/ejecting violators of this policy for violations that occur on the playing field, in the bullpens and dugouts.

If an umpire fails to report/eject personnel who are in violation of the policy, a report shall be filed in the umpire's evaluation record. Umpires in violation of the tobacco policy shall be fined by the Commissioner's Office according to the fine schedule set forth above.

COMPLIANCE PERSONNEL

Compliance personnel representing the Commissioner's Office shall periodically check for violations at the ballpark, including clubhouses and umpire dressing rooms, during games and during team travel.

Morgan Sword

Executive Vice President, Baseball Operations
Office of the Commissioner of Baseball

212.931.7800 \ www. mlb.com

PLEASE POST IN THE CLUBHOUSE

ANTI-HAZING & ANTI-BULLYING POLICY

Minor League Players

I. Definitions

A. Prohibited Conduct.

- 1. **Bullying:** Minor League Players may not engage in verbal or physical conduct that is designed to demean, disgrace, or cause mental or physical harm to a member of their Club (including non-playing personnel).
- 2. Rookie Hazings, Pranks and Minor League Player Rituals: Minor League Players may not engage in Rookie "hazing" or "initiations" or other Clubhouse rituals that: (i) may be viewed as derogatory, offensive or insensitive to individuals (including other Minor League Players, business partners, fans, etc.) based on race, color, ancestry, sex, sexual orientation, gender identity and expression, national origin, age, disability, or religion; (ii) involve unwanted physical contact; (iii) violate the rules and policies of the Club or Major League Baseball; (iv) involve the destruction, misappropriation or vandalism of personal property, or (v) are disruptive to the operations of the Club, the stadium or non-playing personnel.

A non-exclusive list of conduct that violates this Policy includes:

- a. Engaging in a pattern or practice of humiliating, degrading, embarrassing, taunting or harassing a teammate, or subjecting a teammate to unwanted physical contact.
- b. Encouraging other Minor League Players to taunt, humiliate, harass or degrade a teammate with the intent to cause him mental anguish or distress.
- c. Requiring, coercing, or encouraging a teammate as part of an "initiation" ritual, prank or Rookie hazing

- to engage in any off-field conduct that is illegal or places him in physical danger.
- d. Requiring, coercing or encouraging Minor League Players to engage in an "initiation" ritual, prank, or Rookie hazing that includes conduct that may be viewed as offensive by the Minor League Player or others, such as dressing up as women or wearing costumes that may be offensive to individuals based on their race, sex, nationality, age, sexual orientation, gender identity and expression or other characteristic.
- e. Requiring, coercing or encouraging Minor League Players as part of an "initiation" ritual, prank or Rookie hazing to consume alcoholic beverages or any other kind of drug, or to ingest an undesirable or unwanted substance (food, drink, concoction).
- f. Requiring, coercing or encouraging Minor League Players as part of an "initiation" ritual, prank or Rookie hazing to engage in physically abusive or excessive exercise, or any conduct that places the Minor League Player in risk of bodily injury or harm.
- g. Destroying, vandalizing or misappropriating the property of another Minor League Player or the Club as part of an "initiation," prank, ritual or Rookie hazing.
- h. Recording audio or video or taking photographs of any conduct that violates this Policy.
- **B.** Voluntariness Not An Excuse. A Minor League Player's actual or perceived willingness to participate in Prohibited Conduct does not excuse the activity from being considered a violation of this Policy.
- C. Rookie Initiation Rituals. If Minor League Players on a Club have certain rituals for Rookies or Minor League Players new to the Club that they believe do not violate this Policy, they should consult with their field manager, Farm Director or International Administrator before engaging in the conduct. The purpose of this Policy is not to prohibit all

traditions regarding Rookies or Minor League Players, but rather to prohibit conduct that may cause some Minor League Players physical or mental anguish or harm, may be offensive to some Minor League Players, Club staff, or fans, or are distracting to the operation of the Club or MLB.

II. This Policy supplements and/or clarifies the "Workplace Code of Conduct: Harassment & Discrimination," which prohibits, among other things, "bullying" and/or "[d]emeaning comments about someone's race, sex, color, religion, national origin, age, disability, ancestry, gender identity, military veteran status, or sexual orientation, including offensive names or phrases."

Daniel R. Halem, Esq.
Deputy Commissioner &
Chief Legal Officer
Office of the Commissioner
Major League Baseball
1271 Avenue of the Americas
New York, New York 10020

Re: <u>Policies Regarding Social Media, Tobacco Use or Possession,</u> and Anti-Hazing & Anti-Bullying

Dear Dan:

I write to confirm our agreement concerning the Office of the Commissioner's continued application of (1) a policy addressing certain limitations on the uses of Social Media by employees, including Minor League Players (the "Social Media Policy"), (2) the Office of the Commissioner's Tobacco Policy for all Minor League Baseball Players (the "Tobacco Policy") and (3) the Office of the Commissioner's Anti-Hazing & Anti-Bullying Policy for all Minor League Players (the "Anti-Hazing Policy") (collectively, the "Policies").

- The Players Association will not challenge in any forum the facial validity of the Policies' prohibitions or the continued application of the Policies by the Office of the Commissioner.
- 2. No Club may maintain its own policies restricting the use of Social Media by Minor League Players. Nothing in this agreement is intended to restrict Club or Commissioner's Office policies encouraging the use of Social Media. Additionally, no Club may maintain its own policies related to tobacco usage or possession or hazing or bullying.
- 3. A Minor League Player may be disciplined by either the Commissioner or his Club for a violation of the Social Media Policy, the Tobacco Policy or the Anti-Hazing Policy, but not by both for the same conduct. All discipline under the Social Media Policy, the Tobacco Policy, or the Anti-Hazing Policy by a Club or the Commissioner must be for just cause in accordance with Article XVI of the Minor League Basic

Agreement. In any challenge of discipline by a Minor League Player for an alleged violation of one of the Policies pursuant to Article XVI of the Minor League Basic Agreement, the Association agrees it will not challenge the reasonableness of the applicable aspect(s) of the Policy involved, but reserves all of its other defenses in any such challenge pursuant to Article XIV of the Minor League Basic Agreement, including the right to assert that the amount of any discipline imposed is not supported by just cause. Notwithstanding anything to the contrary herein or in the Basic Agreement, in any challenge of discipline imposed under the Tobacco Policy, in the event that the Hearing Officer finds that the player violated the policy, the Hearing Officer shall not have the authority to modify the fine imposed, provided that it is in line with the schedule of fines set forth in the Policy.

4. This agreement shall not be used by either party as precedent or in support of its position in any proceeding or dispute other than a proceeding involving an alleged violation of its terms. Moreover, this agreement and the Policies themselves (including the definitions therein) shall not be cited and shall have no consequence in any negotiation or business transaction involving the parties.

Very truly yours,

Bruce Meyer Deputy Executive Director Major League Baseball Players Association

Bruce Meyer, Esq.
Deputy Executive Director
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear Bruce:

This letter will memorialize our agreement regarding the assessment and management of concussions suffered by Minor League Players as defined under the Minor League Basic Agreement ("Players").

- The following protocols will govern the assessment and management of concussions by each Club's Minor League medical staff:
 - A. All Players will undergo neuro-cognitive baseline testing. Any Player who has not had a baseline neuro-cognitive test must undergo one during Spring Training or when they join a Club each season. Any Player who has been diagnosed with a concussion must also receive a new baseline neuro-cognitive test prior to the beginning of the subsequent season.
 - B. If a Player is involved in an incident during a game that is associated with a high risk of concussion, the game will be stopped and the Player will be evaluated on the field for a potential concussion by a Certified Athletic Trainer ("ATC") following the National Athletic Trainers' Association ("NATA") guidelines for management of sports-related concussions.
 - C. If the ATC detects a sign and/or symptom of a concussion during an on-field evaluation, the Player will be removed from the game and brought to the clubhouse for further evaluation.
 - i. A Sports Concussion Assessment Tool 5 ("SCAT5") assessment will be performed in the clubhouse by the ATC and/or the Club Physician to determine if a concussion has occurred. A copy of the SCAT5 form, which must be completed during the assessment, is attached hereto.

- ii. If the SCAT5 assessment determines that a concussion has <u>not</u> occurred, serial examinations will be performed between innings for the remainder of the game. If the SCAT5 assessment determines that a concussion has occurred, the Club, in consultation with the ATC and the Club Physician, will determine if the concussed Player should be placed on an Injured List ("IL"), and if so, which one.
- D. If the ATC does <u>not</u> detect any sign and/or symptom of a concussion during the on-field evaluation, the Player may remain in the game, but serial examinations should be performed between innings for the remainder of the game. Any change in the Player's neurological status will result in immediate removal from the game and further evaluation in the clubhouse.
- 2. Players who suffer a concussion will be permitted to be placed on the Injured List ("IL"). The following protocols will govern the placement of a concussed Player on the IL:
 - A. Players are eligible for the 7-day or 60-day IL if they suffer an acute concussion.
 - B. The occurrence of the injury, including all of the relevant details, must be documented through an Event Form in the Electronic Medical Records System.
 - C. In lieu of a Standard Form of Diagnosis, for a diagnosed concussion, the ATC and the Club Physician will prepare and submit simultaneously to the Office of the Commissioner and the Players Association a concussion-specific diagnostic form that includes the following information: (i) the date and mechanism of the injury; (ii) the signs and symptoms of impairment; (iii) confirmation that a SCAT5 assessment was performed by an ATC and/or a Club Physician, and that the assessment indicated a concussion had occurred; and (iv) the basis for diagnosis of a concussion. A copy of the concussion-specific diagnostic form for Non 40-man Roster Players is attached hereto.
 - D. The concussion-specific diagnostic form and any supporting information (including, but not limited to, the completed

- SCAT5 form) must be submitted to <u>minorleague</u> <u>MTBI@mlb.com</u> before the Player may be placed on the IL. Upon receipt of the necessary information, the Commissioner's Office will approve the IL placement.
- E. A concussed Player on the IL who has been cleared to return to play pursuant to paragraph 4 below may be placed on a rehabilitation assignment in accordance with Major League Rule 6(g)(2).
- 3. If the Club, in consultation with the ATC and the Club Physician, decides to not place a Player on the IL for a concussion, the Club must still prepare and submit simultaneously to the Office of the Commissioner and the Players Association the concussion-specific diagnostic form.
- Before any Player who has suffered a concussion is permitted to 4. return to play in any game, regardless of whether the Player was previously placed on an IL for such injury, the Club must submit a "Return to Play" form and the supporting certifications and document referenced below, to MLB's Medical Director and the Players Association. The Return to Play Form, a copy of which is attached hereto, must contain the following certifications by the Club Physician and the ATC: (i) all symptoms have resolved; (ii) ImPACT testing has returned to range of baseline; (iii) the Player experienced no symptoms with exertion and baseball-related activities; (iv) the SCAT5 is within normal limits; and (v) the Club Physician has cleared the Player to participate in baseball activities. The Return to Play form must also be accompanied by the documentation supporting these certifications, including, but not limited to, copies of all ImPACT and SCAT5 tests (including the SCAT5 from the time of injury), the current neurocognitive test score, the baseline neurocognitive test scores, and any reports by the Club Physician and the ATC.
- 5. If the Medical Director or the MLBPA expert questions whether the Player should be returned to play, they shall consult with each other prior to making a decision. In addition, the Medical Director may direct the Club to have the Player evaluated by an MLBapproved MTBI specialist before the Player is permitted to return to play. In the event the Medical Director and the MLBPA expert are unable to agree on the Player's return to play, they shall refer

- the matter to an independent expert selected by the Parties, who will determine in his sole discretion whether the Player should return to play.
- 6. The Commissioner's Office will conduct educational programming for Club medical staffs regarding the protocols described herein, in which Players Association officials may participate. Club personnel will also be advised of concussion-related continuing education sessions conducted by the NATA and other national organizations.

Very truly yours,

Daniel R. Halem
Deputy Commissioner &
Chief Legal Officer
Office of the Commissioner
Major League Baseball

Non 40-man Roster Player Concussion Diagnostic Form

A completed form and any supporting information (including, but not limited to, a completed SCAT5 form) must be submitted to minorleagueMTBI@mlb.com at the time of injury, regardless of whether the player is being placed on the Injured List.

Club Placing Player on: 7-Day IL 60-Day IL No IL
Player Name
Club
Position
Nature of Injury (include video information if available)
Event Form Entered into EMR System Yes No
Date of Injury Diagnosis Description
Event that Caused Injury
Was Player Removed from a Game?
Other Associated Injuries
Basis of Concussion Diagnosis
Signs and Symptoms of Impairment
SCAT5 Assessment Performed Yes No
SCAT5 Performed By
SCAT5 Assessment Indicated a Concussion
Certifications
Club Physician Name Club Physician Signature
Date
Club ATC Name Club ATC Signature
Date
cc: Players Association

Concussion Return to Play Form

Prior to the time a concussed Player is permitted to play in <u>any</u> game (including Major League, Minor League, or Extended Spring Training games), the Club must submit this form to MLB's Medical Director. Submission of this form is required irrespective of whether the Player was placed on the Injured List, and applies to both the Major League and Minor League levels.

Player Name
Club
Position
Concussion Symptom Data
Date of Injury Diagnosis Description
Returning From: Active Roster 7-Day IL 10-Day IL 15-Day IL 60-Day II
Name of Consulting MTBI Specialist
All Concussion Symptoms Resolved Yes No
Neuropsychological Testing has Returned to the Range of Baseline*
Player Experienced No Symptoms with Exertion
Player Experienced No Symptoms with Baseball-Related Activities
SCAT5 Last Performed on is Within Normal Limits*
Club Physician has Cleared Player to Participate in Baseball-Related Activities Yes No
Limitations, if any, Placed on Player by Club Physician
<u>Certifications</u>
Club Physician Name Club Physician Signature
Date
Club ATC Name Club ATC Signature
Date

 $^{{}^*}Attach\ most\ recent\ SCAT5\ results\ and\ neuropsychological\ test\ results\ (baseline\ and\ most\ recent)$



SCAT5 SPORT CONCUSSION ASSESSMENT TOOL – 5th EDITION

Developed by the Concussion in Sport Group. For Use by Medical Professionals Only

v	
Name:	
Date of Birth:	
Examiner:	
Date of Injury:	Time:

What Is The SCAT5?

Player Details

The SCAT5 is a standardized tool for evaluating concussions designed for use by physicians and licensed healthcare professionals. The SCAT5 cannot be performed correctly in less than 10 minutes.

Preseason SCAT5 baseline testing can be useful for interpreting post-injury test scores, but is not required for that purpose. Detailed instructions for use of the SCAT5 are provided on page 7. Please read through these instructions carefully before testing a player. Brief verbal instructions for each test are given in italics. The only equipment required for the tester is a watch or timer.

Recognize and Remove

A head impact by either a direct blow or indirect transmission of force can be associated with a serious and potentially fatal brain injury. If there are significant concerns, including any of the red flags listed in Box 1, then activation of emergency procedures and urgent transport to the nearest hospital should be arranged.

Key Points

• Any player with suspected concussion should be REMOVED FROM PLAY, medically assessed and monitored for deterioration.

No player diagnosed with concussion should be returned to play on the day of injury.

- Concussion signs and symptoms evolve over time and it is important to consider repeat evaluation in the assessment of concussion.
- The diagnosis of a concussion is a clinical judgment, made by a medical professional. The SCAT5 should NOT be used by itself to make, or exclude, the diagnosis of concussion. A player may have a concussion even if their SCAT5 is "normal".

Remember:

- The basic principles of first aid (danger, response, airway, breathing, circulation) should be followed.
- Do not attempt to move the player (other than that required for airway management) unless trained to do so.
- Assessment for a spinal cord injury is a critical part of the initial onfield assessment.
- Do not remove a helmet or any other equipment unless trained to do so safely.

Ц

IMMEDIATE OR ON-FIELD ASSESSMENT

The following elements should be assessed for all players who are suspected of having a concussion prior to proceeding to the neurocognitive assessment and after the first aid / emergency care priorities are completed.

If any of the "Red Flags" or observable signs are noted after a direct or indirect blow to the head, the player should be immediately and safely removed from participation and evaluated by a physician or licensed healthcare professional.

Consideration of transportation to a medical facility should be at the discretion of the physician or licensed healthcare professional.

The Maddocks questions and cervical spine exam are critical steps of the immediate assessment; however, these do not need to be done serially.

STEP 1: RED FLAGS

- Neck pain or tenderness
- Double vision
- Weakness or tingling/ burning in arms or legs
- Severe or increasing headache
- Seizure or convulsion
- Loss of consciousness
- Deteriorating conscious state
- Vomiting
- Increasingly restless, agitated or combative

STEP 2: OBSERVABLE SIGNS

Witnessed □ Obse	rved on Video 🗆			
Lying motionless on the play	ing surface	Υ	N	
Balance/gait difficulties/moto stumbling, slow labored mov		Υ	N	
Disorientation or confusion, or respond to questions	or inability to	Υ	N	
Blank or vacant look		Υ	N	
Facial injury after head traun	na	Υ	N	

Name:		
DOB:		
Examiner:		
Date:		
STEP 3: MEMORY ASSESSMENT MADDOCKS QUESTIONS		
"I am going to ask you a few questions, please and give your best effort. First, tell me what ha		
and give your best enon. First, tell me what he	іррепеа	
Mark Y for correct answer / N for incorrect		
What venue are we at today?	Υ	N
Which inning is it now?	Υ	N
Who scored last in this game?	Υ	N
What team(s) did you play last game?	Υ	N
Did your team win the last game?	Υ	N
Note: Appropriate sport-specific questions may be	e substi	tuted
CERVICAL SPINE ASSESSMENT		
Does the player report that their neck is pain free at rest?	Υ	N
If there is NO neck pain at rest, does the player have a full range of ACTIVE pain free movement?	Υ	N
Is the limb strength and sensation normal?	Υ	N
In a player who is not lucid or fully a cervical spine injury sho be assumed until proven othe	uld	

OFFICE OR OFF-FIELD ASSESSMENT

Please note that the neurocognitive assessment should be done in a distraction-free environment with the player in a resting state

STEP 1: PLAYER BACKGROUND

Club:			
Date / Time of Injury:			
Age: Dominant Hand	: Left / Nei	ther / R	ight
How many diagnosed concussions has the player had in the past?			
When was the most recent concussion	า?		
How long was the recovery (time to being cleared to play) from the most recent concussion?			days
Has the player ever been:			
Hospitalized for a head injury?		Yes	No
Diagnosed/treated for headache disorder or	migraines?	Yes	No
Current medications? If yes, please li-	st:		
Name:			
DOB:			
Examiner:			
Date:			

STEP 2: SYMPTOM EVALUATION

The player should be **given the symptom form** and asked to **read this instruction paragraph out loud** then complete the symptom scale. For the baseline assessment, the player should rate his symptoms based on how he typically feels and for the post injury assessment the player should rate their symptoms at this point in time.

Please Check: Baseline Post-Injury Please hand the form to the player

	None	Mild		Mild Mode		erate Seve	
Headache	0	1	2	3	4	5	6
"Pressure in head"	0	1	2	3	4	5	6
Neck Pain	0	1	2	3	4	5	6
Nausea or vomiting	0	1	2	3	4	5	6
Dizziness	0	1	2	3	4	5	6
Blurred vision	0	1	2	3	4	5	6
Balance problems	0	1	2	3	4	5	6
Sensitivity to light	0	1	2	3	4	5	6
Sensitivity noise	0	1	2	3	4	5	6
Feeling slowed down	0	1	2	3	4	5	6
Feeling like "in a fog"	0	1	2	3	4	5	6
"Don't feel right"	0	1	2	3	4	5	6
Difficulty concentrating	0	1	2	3	4	5	6
Difficulty remembering	0	1	2	3	4	5	6
Fatigue or low energy	0	1	2	3	4	5	6
Confusion	0	1	2	3	4	5	6
Drowsiness	0	1	2	3	4	5	6
More emotional	0	1	2	3	4	5	6
Irritability	0	1	2	3	4	5	6
Sadness	0	1	2	3	4	5	6
Nervous or Anxious	0	1	2	3	4	5	6
Trouble falling asleep (if applicable)	0	1	2	3	4	5	6
Total number of symptoms:							of 22
Symptom severity score:						0	f 132
Do your symptoms get worse with	Doyour symptoms get worse with physical activity?					Y N	
Do your symptoms get worse with	Do your symptoms get worse with mental activity?					Y N	
If 100% is feeling perfectly normal, percent of normal do you feel?	what						
If not 100%, why?							

Please hand form back to examiner

STEP 3: COGNITIVE SCREENING

Standardized Assessment of Concussion (SAC)

ORIENTATION

What month is it?	0	1
What is the date today?	0	1
What is the day of the week?	0	1
What year is it?	0	1
What time is it right now? (within 1 hour)	0	1
Orientation score		of 5

IMMEDIATE MEMORY

The Immediate Memory component can be completed using the 10-word per trial list. All 3 trials must be administered irrespective of the number correct on the first trial. Administer the rate of one word per second.

Please circle the specific word list chosen for this test.

I am going to test your memory. I will read you a list of words and when I am done, repeat back as many words as you can remember. For Trials 2 & 3, I am going to repeat the same list again. Repeat back as many words as you can remember in any order, even if you said the word before.

List		Alter	nate 10 wo	rd lists	Tri	Score (of 10)
0	Finger	Penny	Blanket	Lemon	Insect	
G 	Candle	Paper	Sugar	Sandwich	Wagon	
	Baby	Monkey	Perfume	Sunset	Iron	
Н	Elbow	Apple	Carpet	Saddle	Bubble	
	Jacket	Arrow	Pepper	Cotton	Movie	
	Dollar	Honey	Mirror	Saddle	Anchor	
			Immed	liate Memo	ry Score	of 30

Name:
DOB:
Examiner:
Date:

CONCENTRATION DIGITS BACKWARDS

Please circle the Digit list chosen (A,B,C,D,E,F). Administer at the rate of one digit per second reading DOWN the selected column.

I am going to read a string of numbers and when I am done, you repeat them back to me in reverse order of how I read them to you. If I say 7-1-9, you would say 9-1-7.

C	tion Niverbour	into (nivela nuna)			
Concentra	ition Number L	ists (circle one)			
List A	List B	List C			
4-9-3	5-2-6	1-4-2	Υ	N	0
6-2-9	4-1-5	6-5-8	Y	N	1
3-8-1-4	1-7-9-5	6-8-3-1	Υ	N	0
3-2-7-9	4-9-6-8	3-4-8-1	Υ	N	1
6-2-9-7-1	4-8-5-2-7	4-9-1-5-3	Y	N	0
1-5-2-8-6	6-1-8-4-3	6-8-2-5-1	Y	N	1
7-1-8-4-6-2	8-3-1-9-6-	4 3-7-6-5-1-9	Υ	N	0
5-3-9-1-4-8	7-2-4-8-5-6	9-2-6-5-1-4	Υ	N	1
List D	List E	List F			
7-8-2	3-8-2	2-7-1	Y	N	0
9-2-6	5-1-8	4-7-9	Y	N	1
4-1-8-3	2-7-9-3	1-6-8-3	Y	N	0
9-7-2-3	2-1-6-9	3-9-2-4	Υ	N	1
1-7-9-2-6	4-1-8-6-9	2-4-7-5-8	Υ	N	0
4-1-7-5-2	9-4-1-7-5	8-3-9-6-4	Υ	N	1
2-6-4-8-1-7	6-9-7-3-8-2	5-8-6-2-4-9	Υ	N	0
8-4-1-9-3-5	4-2-7-9-3-8	3 3-1-7-8-2-6	Υ	N	1
		Digits Score:			of

114

MONTHS IN REVERSE ORDER

Now tell me the months of the year in reverse order. Start with the last month and go backward. So you'll say December, November. Go ahead.

Dec - Nov - Oct - Sept - Aug - Jul - Jun - May - Apr - Mar - Feb - Jan 0 1

Months Score of 1

Concentration Total Score (Digits + Months) of 5

4

STEP 4: NEUROLOGICAL SCREEN

See the instruction sheet (page 7) for details of test administration and scoring of the tests.

Can the patient read aloud (e.g. symptom checklist) and follow instructions without difficulty?	Υ	N
Does the patient have a full range of pain- free PASSIVE cervical spine movement?	Υ	N
Without moving their head or neck, can the patient look side-to-side and up-and-down without double vision?	Υ	N
Can the patient perform the finger nose coordination test normally?	Υ	N
Can the patient perform tandem gait normally?	Υ	N

BALANCE EXAMINATION

Modified Balance Error Scoring System (mBESS) testing⁵

Which foot was tested (i.e. which is the non-dominant foot)	□ Left □ Right
Testing surface (hard floor, field, etc.) Footwear (shoes, barefoot, braces, tape, etc.)	
Condition	Errors
Double leg stance	of 10
Single leg stance (non-dominant foot)	of 10
Tandem stance (non-dominant foot at the back)	of 10
Total Errors	of 30

Name:
DOB:
Examiner:
Date:

5

STEP 5: DELAYED RECALL

The delayed recall should be performed after 5 minutes have elapsed since the end of the Immediate Recall section. Score 1 pt. for each correct response.

Do you remember that list of words I read a few times earlier? Tell me as many words from the list as you can remember in any order.

Tir	ne Started		
Please record each word correctly recalled. Total so	core equals numl	ber of	words recalled.
Total number of words recalled accurately:	of 5	or	of 10

6

STEP 6: DECISION

Domain			
Symptom number (of 22)			
Symptom severity score (of 132)			
Orientation (of 5)			
Immediate memory	of 15 of 30	of 15 of 30	of 15 of 30
Concentration (of 5)			
Neuro exam	Normal Abnormal	Normal Abnormal	Normal Abnormal
Balance errors (of 30)			
Delayed Recall	of 5 of 10	of 5 of 10	of 5 of 10
Date and time of injury:	pplicable		their usual self?
Concussion Diagnosed? Yes No Unsure Not A	pplicable		
fre-testing, has the athlete impro Yes No Unsure Not A			
I am a physician or licensed h administered or supervised			
Signature:			
Name:			

Date & time of assessment:

SCORING ON THE SCAT5 SHOULD NOT BE USED AS A STAND-ALONE METHOD TO DIAGNOSE CONCUSSION, MEASURE RECOVERY OR MAKE DECISIONS ABOUT A PLAYER'S READINESS TO RETURN TO COMPETITION AFTER CONCUSSION.

Registration number (if applicable):

Date: ____

CLINICAL NOTES: Name: _____ DOB: Examiner: Date:



CONCUSSION INJURY ADVICE

(To be given to the person monitoring the concussed athlete)

This player has received an injury to the head. A careful medical examination has been carried out and no sign of any serious complications has been found. Recovery time is variable across individuals and the player will need monitoring for a further period. Your treating physician will provide guidance as to this timeframe.

If you notice any change in behavior, vomiting, worsening headache, double vision or excessive drowsiness, please telephone your doctor or the nearest hospital emergency department immediately.

Other important points:

Initial rest: Limit physical activity to routine daily activities (avoid exercise, training, sports) and limit activities such as screen time to a level that does not worsen symptoms.

- 1) Avoid alcohol
- 2) Avoid prescription or non-prescription drugs without medical supervision. Specifically:
 - a) Avoid sleeping tablets
 - b) Do not use aspirin, anti-inflammatory medication or stronger pain medications such as narcotics
- 3) Do not drive until cleared by a healthcare professional.
- 4) Return to play requires clearance by a physician and MLB's Medical Director.

Player's name:	
Date / time of injury:	
Date / time of medical review:	
Physician:	

INSTRUCTIONS

Words in *Italics* throughout the SCAT5 are the instructions given to the player by the clinician

Symptom Scale

The time frame for symptoms should be based on the type of test being administered. At baseline it is advantageous to assess how an athlete "typically" feels whereas during the acute/post-acute stage it is best to ask how the athlete feels at the time of testing.

The symptom scale should be completed by the player, not by the examiner. In situations where the symptom scale is being completed after exercise, it should be done in a resting state, generally by approximating his resting heart rate.

For total number of symptoms, maximum possible is 22 except immediately post injury, if sleep item is omitted, which then creates a maximum of 21.

For Symptom severity score, add all scores in table, maximum possible is $22 \times 6 = 132$, except immediately post injury if sleep item is omitted, which then creates a maximum of $21 \times 6 = 126$.

Immediate Memory

The Immediate Memory component can be completed using the 10-word list. The maximum score per trial is 10 with a total trial maximum of 30.

Choose one of the word lists. Then perform 3 trials of immediate memory using this list.

Complete all 3 trials regardless of score on previous trials.

"I am going to test your memory. I will read you a list of words and when I am done, repeat back as many words as you can remember, in any order." The words must be read at a rate of one word per second.

Trials 2 & 3 MUST be completed regardless of score on trial 1 & 2.

Trials 2 & 3:

"I am going to repeat the same list again. Repeat back as many words as you can remember in any order, even if you said the word before."

Score 1 pt. for each correct response. Total score equals sum across all 3 trials. Do NOT inform the player that delayed recall will be tested.

Concentration

Digits Backward

Choose one column of digits from lists A, B, C, D, E or F and administer those digits as follows:

Say: "I am going to read a string of numbers and when I am done, you repeat them back to me in reverse order of how I read them to you. For example, if I say 7-1-9, you would say 9-1-7."

Begin with first 3 digit string.

If correct, circle "Y" for correct and go to next string length. If incorrect, circle "N" for the first string length and read trial 2 in the same string length. One point possible for each string length. Stop after incorrect on both trials (2 N's) in a string length. The digits should be read at the rate of one per second.

Months in Reverse Order

"Now tell me the months of the year in reverse order. Start with the last month and go backward. So you'll say December, November ... Go ahead"

1 pt. for entire sequence correct

Delayed Recall

The delayed recall should be performed after 5 minutes have elapsed since the end of the Immediate Recall section.

"Do you remember that list of words I read a few times earlier? Tell me as many words from the list as you can remember in any order."

Score 1 pt. for each correct response

Modified Balance Error Scoring System (mBESS) Testing

This balance testing is based on a modified version of the Balance Error Scoring System (BESS). A timing device is required for this testing.

Each of 20-second trial/stance is scored by counting the number of errors. The examiner will begin counting errors only after the player has assumed the proper start position. The modified BESS is calculated

by adding one error point for each error during the three 20-second tests. The maximum number of errors for any single condition is 10. If the player commits multiple errors simultaneously, only one error is recorded but the player should quickly return to the testing position, and counting should resume once the athlete is set.

Players that are unable to maintain the testing procedure for a minimum of five seconds at the start are assigned the highest possible score, ten, for that testing condition.

OPTION: For further assessment, the same 3 stances can be performed on a surface of medium density foam (e.g., approximately 50cm x 40cm x 6cm).

Balance testing – types of errors

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

"I am now going to test your balance. Please take your shoes off (if applicable), roll up your pant legs above ankle (if applicable), and remove any ankle taping (if applicable). This test will consist of three twenty second tests with different stances."

(a) Double leg stance:

"The first stance is standing with your feet together with your hands on your hips and with your eyes closed. You should try to maintain stability in that position for 20 seconds. I will be counting the number of times you move out of this position. I will start timing when you are set and have closed your eyes."

(b) Single leg stance:

"If you were to kick a ball, which foot would you use? [This will be the dominant foot] Now stand on your non-dominant foot. The dominant leg should be held in approximately 30 degrees of hip flexion and 45 degrees of knee flexion. Again, you should try to maintain stability for 20 seconds with your hands on your hips and

your eyes closed. I will be counting the number of times you move out of this position. If you stumble out of this position, open your eyes and return to the start position and continue balancing. I will start timing when you are set and have closed your eyes."

(c) Tandem stance:

"Now stand heel-to-toe with your non-dominant foot in back. Your weight should be evenly distributed across both feet. Again, you should try to maintain stability for 20 seconds with your hands on your hips and your eyes closed. I will be counting the number of times you move out of this position. If you stumble out of this position, open your eyes and return to the start position and continue balancing. I will start timing when you are set and have closed your eyes."

Tandem Gait

Participants are instructed to stand with their feet together behind a starting line (the test is best done with footwear removed). Then, they walk in a forward direction as quickly and as accurately as possible along a 1.5 inch wide (sports tape), 10 foot long line with an alternate foot heel-to-toe gait ensuring that they approximate their heel and toe on each step. Once they cross the end of the 10 foot line, they turn 180 degrees and return to the starting point using the same gait. Athletes fail the test if they step off the line, have a separation between their heel and toe, or if they touch or grab the examiner or an object.

Finger to Nose

"I am going to test your coordination now. Please sit comfortably on the chair with your eyes open and your arm (either right or left) outstretched (shoulder flexed to 90 degrees and elbow and fingers extended), pointing in front of you. When I give a start signal, I would like you to perform five successive finger to nose repetitions using your index finger to touch the tip of the nose, and then return to the starting position, as quickly and as accurately as possible."

CONCUSSION INFORMATION

Any player suspected of having a concussion should be removed from play and receive medical evaluation.

Signs to watch for

Problems could arise over the first 24-48 hours. The player should not be left alone and must go to a hospital at once if they experience:

- · Worsening headache
- · Drowsiness or inability to be awakened
- · Inability to recognize people or places
- · Repeated vomiting
- Unusual behavior or confusion or irritable
- Seizures (arms and legs jerk uncontrollably)
- · Weakness or numbness in arms or legs
- · Unsteadiness on their feet
- · Slurred speech

Consult your physician or licensed healthcare professional after a suspected concussion. Remember, it is better to be safe.

Rest & Rehabilitation

After a concussion, the player should have physical rest and relative cognitive rest for a few days to allow their symptoms to improve. In most cases, after no more than a few days of rest, the player should gradually increase their daily activity level as long as their symptoms do not worsen. Once the player is able to complete their usual daily activities without concussion-related symptoms, the second step of the return to play progression can be started. The player should not return to play until their concussion-related symptoms have resolved and the player has successfully returned to full activities and cleared by MLB's Medical Director.

When returning to play, the player should follow a stepwise, **medically** managed exercise progression, with increasing amounts of exercise. For example:

Graduated Return to Play Strategy

Exercise step	Functional exercise at each step	Goal of each step
1. Symptom- limited activity	Daily activities that do not provoke symptoms.	Gradual reintroduction of work/school activities.
2. Light aerobic exercise	Walking or stationary cycling at slow to medium pace. No resistance training.	Increase heart rate.
3. Sport-specific exercise	Running or skating drills. No head impact activities.	Add movement.
4. Non-contact training drills	Harder training drills, e.g., passing drills. May start progressive resistance training.	Exercise, coordination and increased thinking.
5. Full contact practice	Following medical clearance, participate in normal training activities.	Restore confidence and assess functional skills by coaching staff.
6. Return to play/sport	Normal game play.	

In this example, it would be typical to have 24 hours (or longer) for each step of the progression. If any symptoms worsen while exercising, the player should go back to the previous step. Resistance training should be added only in the later stages (Stages 3 or 4 at the earliest).

Written clearance must be provided by MLB's Medical Director before return to play.

AUTHORIZATION FOR THE USE AND/OR DISCLOSURE OF NON 40-MAN ROSTER PLAYER HEALTH INFORMATION

I authorize the use and/or disclosure of my Health Information as provided for below:

- 1. This Authorization applies to all health information about me that is now (or, during the period covered by this authorization, may be) in the possession, custody or control of the persons or entities (or classes of persons or entities) identified in Paragraph 2 below. As used hereafter in this Authorization, "Health Information" shall mean my entire health or medical record, including, but not limited to, all information relating to any injury, sickness, disease, mental health condition, physical condition, medical history, medical or clinical status, diagnosis, treatment or prognosis, including without limitation clinical notes, test results, laboratory reports, x-rays and diagnostic imaging results, but does not mean any health or medical records or any test results, if any, deriving from Major League Baseball's Joint Minor League Drug Prevention and Treatment Program ("Minor League Drug Program").
- 2. I authorize all Health Care Providers with whom I have consulted with pursuant to my Minor League Uniform Player Contract ("UPC") to use and/or disclose (to the individuals specified in Paragraph 3 below) any of the Health Information about me that is (or, during the period covered by this Authorization, may be) in their possession, custody or control for the purposes described in Paragraph 3 below. For purposes of the preceding sentence, "Health Care Providers" includes, but is not limited to physicians; psychologists; employee assistance professionals; laboratories; clinics; Club Certified Athletic Trainers; MLB-Certified Clinicians; and the Office of the Commissioner's Medical Director, Consultant on Behavioral Health and Addiction, and the Minor League Medical Director.
- 3. I authorize the Health Care Providers described in Paragraph 2 to disclose any of the Health Information about me that is (or, during the period covered by this Authorization, may be) in their possession, custody or control, for any purpose relating to my employment as a Player for the Club to: the Major League Club Owner, President, General Manager, Assistant General Manager, Director of Baseball Operations,

Field Manager, Farm Director, Risk Manager, Workers Compensation Coordinator of the Club, In-House Counsel, and Employee Assistance Professionals; the Minor League Club President and General Manager; physicians and their designees, Certified Athletic Trainers and assistant Certified Athletic Trainers of the Club or Clubs for which I have agreed (or may agree) to render playing services during the period covered by this authorization and, subject to Article XVII of the Minor League Basic Agreement, the Office of the Commissioner. The names of the individuals serving in each of the roles listed in this Paragraph 3 are attached hereto. In the event that I apply for a Therapeutic Use Exemption under the Minor League Drug Program, I also authorize the disclosure of Health Information to the Minor League Health Policy Advisory Committee ("MLHPAC"). In the event of any contemplated assignment or trade of my Minor League UPC to another Club or Clubs, I also authorize the disclosure of Health Information to the physicians and officials (including, but not limited to, the General Manager, Assistant General Manager, and Certified Athletic Trainers) of such other Club or Clubs.

- 4. In addition to the disclosure permitted in Paragraph 3 above, I also authorize any Health Care Provider with whom I have consulted pursuant to the Minor League Drug Program to disclose to members of the Treatment Board Health Information about me (including, but not limited to, drug test results) that is (or, during the period covered by this Authorization may be) in their possession, custody or control. It is my understanding that the Treatment Board may only disclose this information pursuant to the provisions set forth in Section 7 of the Joint Minor League Drug Program.
- 5. My agreement herein is expressly conditioned upon the limited nature of the disclosures authorized. The disclosure of Health Information pursuant to this Authorization is solely for the purposes specified in this Authorization. The Health Information may not be disclosed to any person or entity other than those specified herein without my express written consent. The Health Information may not be utilized for any purpose other than that specified herein without my express written consent. No person to whom or entity to which health information is disclosed may re-disclose such information for any purpose other than those specified herein, without my express written consent. This Authorization is further conditioned upon the express understanding that neither the Club to which I am under contract nor any other

Club will assert that the disclosure of Health Information pursuant to this Authorization other than for the limited purposes specified herein constitutes a waiver of any right to privacy or confidentiality with respect to that medical information under federal or state law, or any regulation.

- 6. I acknowledge that there exists the potential that Health Information disclosed pursuant to this Authorization might be subject to redisclosure by the recipient and in some circumstances would no longer be protected by the United States Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Ontario Personal Health Information Protection Act of 2004 ("PHIPA"), and/or other applicable confidentiality laws. Nothing in these acknowledgements or this Authorization shall be considered as a waiver of any rights to privacy or nondisclosure of health information that I may have under the Minor League Basic Agreement, the Minor League Drug Program, the Minor League UPC, any state law, HIPAA, PHIPA, or any other federal law that are not expressly waived by the disclosures permitted herein.
- 7. I understand that my refusal to sign this authorization will not affect my ability to obtain treatment from a Club physician. I acknowledge, however, that, pursuant to Article XVII(F) of the Minor League Basic Agreement, I have agreed that I will furnish and that the Club physician and others may furnish to the Club(s) all relevant Health Information relating to me, and further that my refusal to authorize the furnishing of such information may constitute a breach of my Minor League UPC.
- 8. I understand that I have the right to revoke this Authorization at any time, but that my revocation will not be effective to the extent that any of the persons or entities (or classes of persons or entities) I have authorized to use and/or disclose my Health Information have acted in reliance upon this Authorization. My revocation must be in writing and be sent to [insert name and address of Club physician]. I further understand that my right to revoke this Authorization shall not serve to excuse any failure on my part to comply with the provisions of any Minor League UPC to which I am (or, during the period covered by this authorization, may be) a party, or any other agreement that may govern the terms and conditions of my employment as a player for a Minor League or Major League Baseball Club.

9. This Authorization expires one unless previously revoked.	(1) year from the date it is signed,
10. I acknowledge that I have reunderstand this Authorization.	eceived a copy of, reviewed and
Player Signature	Date
Player Printed Name	
Witness Signature	Date
Witness Printed Name	
Parent/Legal Guardian Signature (If Player is under 18 years old)	Date
Parent/Legal Guardian Printed Nam (If Player is under 18 years old)	e

ATTACHMENT 16

Patrick J. Houlihan, Esq.
Executive Vice President
Labor Relations
Office of the Commissioner
Major League Baseball
1271 Avenue of the Americas
New York, New York 10020

Re: <u>Medical Issues</u>

Dear Pat:

This letter memorializes certain understandings that the Parties have reached during the negotiations over the 2023-2027 Basic Agreement.

A Club has the right under Paragraph 7 of the Minor League Uniform Player Contract ("UPC") to designate the doctors and hospitals furnishing medical care and hospital services to a Player for injuries sustained in the course and within the scope of his employment under his UPC. A Player is entitled to a second medical opinion under certain circumstances pursuant to the terms of Article XVII(D) of the Basic Agreement. When a second medical opinion doctor and a Club physician disagree on the appropriate course of treatment for a Player's employment related injury, including but not limited to disagreement over whether medical procedures not yet approved by the United States Food and Drug Administration qualify as "reasonable medical and hospital expenses" under Paragraph 7 of the UPC, the Parties will attempt to avoid disputes that might otherwise arise between Players and Clubs in this area by, among other things, urging their constituents to agree upon a qualified third physician expert in the appropriate medical specialty who would resolve the dispute between the Club physician and the second medical opinion doctor as to the appropriate course of treatment.

In circumstances where the Club physician and a Player's second medical opinion doctor agree that a particular surgery is the appropriate course of treatment, but the Player and Club disagree as to who should perform the surgery, the Office of the Commissioner will advise Clubs that they should take a Player's reasonable preferences into account when designating doctors to perform surgery under Paragraph 7. As part of this commitment, the Office of the Commissioner will advise

the Clubs that in no event should they force a Player to have a surgery performed by the Club physician but should instead, in any case in which a Player has objected to the surgery being performed by the Club physician, designate another physician to perform the surgery.

For any surgical procedure, medical exam or other similar medical appointment conducted under Paragraph 7, the Club shall be obligated to provide or reimburse airfare and/or travel expenses for the Player's companion, but only when travel with a companion has been recommended by a treating physician. In addition, the Office of the Commissioner recognizes that "reasonable medical and hospital expenses" for which a Club is responsible under Paragraph 7 include actual and reasonable travel costs associated with required follow-up examination(s) with the surgeon who performed covered surgery, and the Association, on the other hand, recognizes that "reasonable medical and hospital expenses" would not include travel costs incurred by a Player to see a doctor for routine examination(s) that could have been appropriately performed by a local doctor designated by the Club.

Very truly yours,

Matthew R. Nussbaum General Counsel Major League Baseball Players Association

ATTACHMENT 17

INFORMED CONSENT FOR NON-FDA APPROVED MEDICAL PROCEDURE OR MEDICATION

This form should be used any time a Player receives a recommendation for a non-FDA approved medical procedure or medication to treat a work-related injury. All sections of this form should be completed prior to the Player undergoing a medical procedure or receiving medication.

TO BE COMPLETED BY MEDICAL PROFESSIONAL RECOMMENDING MEDICAL PROCEDURE OR MEDICATION

I.	Player Information	1		
	Name:			
	Club:			
		-Related Injury or Di		
II.	Medical Profession	al Information		
	Name:			
	Address:			
		State:		
	Phone:	Email:		
III.	Recommended Med	dical Procedure or N	Medication	
	Description:			
	Purpose:			
	·			

	Printed Name	Signature	Date
procein the Procein Join Bas	cedure or medication to treatment of the Pa hibited Substances, at Drug Prevention	n described above is applayer's work-related injuas defined under Mand Treatment Programment Drug Preventi	FDA approved medical propriate and necessary ory. I also certify that no if the league Baseball's ram or Major League on and Treatment Pro-
Des		(Description of Injury) Procedure or Medication	
follo	owing non-FDA app tment of the followin	roved medical procedur ng work-related injury:_	re or medication for the
I red	-	PROFESSIONAL AFF	TIRMATION the (Player Name)
	Alternative Treatm	nent Options:	
	Totelliai Belletits.		
	Potential Benefits:		
	Potential Risks:		

TO BE COMPLETED BY CLUB FRONT OFFICE

tion are approved by the Minor League Uniform	Club pursuant to Para	*
☐ Yes		
□ No		
If yes, list any limita	ations or exceptions	to this authorization:
Printed Name	Signature	Date
TO BE COMP	LETED BY TEAM	PHYSICIAN
TEAM PI	HYSICIAN AFFIRM	<u>MATION</u>
As a Club Physician for t	the	, I am aware
	(Club Nam	,
that		ommended the following
(Player Name non-FDA approved Medi		cation:
(Description	on of Procedure or M	edication)
to be prescribed and/or	performed by	
1	(Me	dical Professional)
I agree with this medica	l recommendation:	☐ Yes ☐ No
<i>If disagree, I have expla</i> ☐ Yes ☐ No	ined my reasons for di	sagreement to Player:
Printed Name	Signature	Date

TO BE COMPLETED BY PLAYER

PATIENT AFFIRMATION

By signing this Affirmation, I acknowledge that: (1) I have read (or someone has read to me) the information provided above; (2) I understand that the medical procedure or medication being recommended to me has not been approved by the FDA to treat my work-related injury; (3) I have been given all of the information I desire concerning the medical procedure or medication being recommended to me, including the potential risks and benefits; (4) I have been given an opportunity to ask questions regarding the medical procedure or medication and all of my questions have been answered to my satisfaction; (5) I understand that this form has no effect on my rights and obligations under Major League Baseball's Joint Drug Prevention and Treatment Program or Major League Baseball's Joint Minor League Drug Prevention and Treatment Program, including but not limited to the provisions of the Program(s) relating to Therapeutic Use Exemptions; and (6) I voluntarily and willingly consent to undergo the recommended medical procedure or receive the recommended medication.

Printed Name	Signature	Date

ATTACHMENT 18

MINOR LEAGUE BASEBALL PLAYER MEDICAL HISTORY QUESTIONNAIRE

Béisbol de las Ligas Menores Cuestionario de Historial Médico del Jugador

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

La Ley en Contra de la Discriminación por Información Genética de 2008 (GINA, por sus siglas en inglés) prohíbe a los empleadores y demás entidades cubiertas por el Título II de la ley GINA que soliciten o exijan la información genética de una persona o de un familiar de la persona, excepto en la medida en que específicamente lo permita esta ley. Para cumplir con esta ley, le pedimos que no proporcione ninguna información genética al responder a esta solicitud de información médica. La "información genética", según la define la ley GINA, incluye el historial médico familiar de la persona, los resultados de las pruebas genéticas de la persona o de alguno de sus familiares, el hecho de que una persona o sus familiares hayan procurado o recibido servicios genéticos así como la información genética de un feto engendrado por la persona o por un familiar de la persona o de un embrión que, de acuerdo a la ley, tenga una persona o un familiar que reciba servicios de ayuda reproductiva.

Name	Date						
Nombre	Fecha						
SS#	DOB		Ag	е			
Numero de su seguro social	Fecha de nacimiento		Ed			_	٠
Explain "yes" answers on line or below. Explique las repuestas "s'" en esta línea o abajo.		Y	ES	N	0		on't now
		(5	ii)			(No	Sabe
1. Have you ever been a patient in the hospital? (¿Algui	na vez ha sido paciente en un hospital?)	()	()	()
2. Have you ever had surgery? (¿Alguna vez ha tenido una d	pperación?)	()	()	()
Identify (Identificar):	Date (Fecha):						
3. Are you taking medicine or pills? (Prescription or ove ¿Está tomando alguna medicina o pastillas? (Recetadas o sin rece		()	()	()
Identify (Identificar):							

		Y	YES		NO		Know	
		G	Si)			(No	o Sabe	
4.	Do you have any allergies? (¿Tiene alergia a?) () Medicines (Medicinas) Identify(identifique): () Insects (Insectos) Identify(identifique): () Other (Otros)	(()	()	()	
5.	Have you ever passed out? (¿Alguna vez se ha desmayado?)	()	()	()	
6.	Have you ever passed out with exercise? (¿Alguna vez se ha desmayado después del ejercicio?)	()	()	()	
7.	Have you ever been dizzy during exercise? (¿Alguna vez ha sentido mareos durante el ejercicio?)	()	()	()	
8.	Have you ever been dizzy after exercise? (¿Alguna vez ha sentido mareos después del ejercicio?)	()	()	()	
9.	Do you tire more quickly than your friends with exercise? ¿Se cansa más rápido haciendo ejercicio que sus amigos?	()	()	()	
10.	Do you ever have any chest pain with exercise? ¿Alguna vez ha tenido dolor en el pecho durante el ejercicio?	()	()	()	
11.	Do you ever have any chest pain after exercise? ¿Alguna vez ha tenido dolor en el pecho después del ejercicio?	()	()	()	
12.	Have you ever had high blood pressure? ¿Alguna vez ha tenido alta presión sanguínea?	()	()	()	
13.	Have you ever been told you have a heart murmur? ¿Alguna vez le han dicho que tiene un soplo en el corazón?	()	()	()	
14.	Have you had racing of your heart? ¿Alguna vez ha tenido aceleración del los latidos del corazón?	()	()	()	
	Has your heart skipped beats? ¿Alguna vez ha tenido latidos del corazón irregulares?	()	()	()	
15.	Have you ever had a head injury? ¿Alguna vez tenido una herida en la cabeza?	()	()	()	
	Have you ever had a concussion? ¿Alguna vez ha tenido una concusión?	()	()	()	
	Have you been knocked out? ¿Alguna vez ha perdido el sentido?	()	()	()	
16.	Have you ever had a seizure? ¿Alguna vez ha tenido un ataque o convulsión?	()	()	()	
17.	Do you have frequent or severe headaches? ¿Tiene dolores de cabeza frecuentes o fuertes?	()	()	()	
18.	Have you ever had a stinger or burner? ¿Alguna vez ha tenido una punzada o ardor?	()	()	()	
	Have you ever had a pinched nerve? ¿Alguna vez ha tenido un nervio pinchado?	()	()	()	
19.	Have you had frequent heat cramps or muscle cramps? ¿Ha tenido frecuentes rigideces por calor o calambres musculares?	()	()	()	
20.	Do you have any trouble breathing during or after exercise? ¿Tiene problemas para respirar durante o después del ejercicio?	()	()	()	
	Do you have any coughing during or after exercise? ¿Tiene problemas por tos durante o después del ejercicio?	()	()	()	
	Do you have any wheezing during or after exercise? ¿Tiene problemas con jadeos durante o después del ejerciclo?	()	()	()	
	Do you use or have you ever used an inhaler? ¿Tiene o alguna vez ha usado un inhalador?	()	()	()	
21.	Do you have or have you ever had any problems with vision? ¿Ha tenido, o tiene problemas con la vista?	()	()	()	
22.	Do you wear glasses? ¿Usa espejuelos?	()	()	()	
	Do you wear contacts? ¿Usa lentes de contacto?	()	()	()	
	Do you wear eye protection? ¿Usa proteccion para los ojos?	()	()	()	

			YES (Si)		NO		Know (No Sabe)	
23.	Do you have hearing difficulties? ¿Tiene difficultad para oir?	()	()	()	
	Do you have hearing aides? ¿Tiene aparatos de audifono?	()	()	()	
24.	Do you have or have you ever had any other medical problems? ¿Tiene ahora o ha tenido algún otro problema medico? Diabetes (Diabetes) Heart (Corazon) Pneumonia (Pulmonía) Tuberculosis (Tubercolosis) Thyroid disease (Enfermedades de la tiroides) Stomach ailments (Dolencias del estómago) Kidney problems (Enfermedades de los riñones) Appendicitis (Apendicitis) Lumps or Cysts (Protuberancias o quistes) Frequent sinus infections (Infecciones sinusales frecuentes) Frequent sore throats (Doleres frecuentes de garganta) Rectal bleeding (Hemorragias por el recto) Rheumatic fever (Fiebre reumática) Asthma (Asma) Other (Otro)))))))))))					
25.	Have you ever had a broken bone or dislocation? ¿Alguna vez se le ha quebrado o dislocado un hueso? Identify (identificar): Identify (identificar): Date (Fecha):					_)	
26.	Do you have any skin problems? 'Tiene problemas de la piel? () Itching (comezón) () Rashes (ronchas) () Changing moles (lunares que cambien de color) () Other (otro)	()	()	()	
27.	Have you had any complications from anesthesia (being put to sleep for surgery)? ¿Alguna vez ha tenido alguna complicacion bajo anestesia (cuando lo han puesto a dormir para alguna operacion)? ()	()	()	
28.	Are you missing any paired organs? ¿Ha perdido algún organo de los que vienen en pares? () Eyes (ojos) () Kidneys (riñones) () Testicles (testículos) () Other (otro)	_)	()	()	
29.	Have you ever had a hernia or hernia repair? ¿Alguna vez tenido hernia o le han reparado una hernia?	_ ()	()	()	
30.	Have you ever had a sexually transmitted disease? (Alguna ver ha terido alguna enfermedad transmitida sexualmente?	()	()	()	

YES NO	Don't Know (No Sabe)
31. Do you use tobacco products? (¿Utiliza productos del tabaco?) () Cigarettes (cigarrillos) () Cigars (habanos o puros) () Chew smokeless tobacco or dip (mastica tabaco)	()
32. Do you drink alcohol?	()
33. Do you have or have you ever had? Titing a strong was to hoped?	
¿Tiene o alguna vez ha tenido? Cancer (Cáncer) () () Skin Cancer (Cáncer de la piel) () () ()	()
Chicken pox (Varicela) () () Hepatitis (Hepatitis) () ()	()
Measles (Viruela) () ()	()
Mumps (Paperas) () () () Mononucleosis (Mononucleosis) () ()	()
34. When was your last? (¿Cuándo fue su última?):	, ,
Tetanus shot (inmunización contra el tétano) Date (fecha)	()
Measles shot (inmunización contra el sarampión) Date (fecha)	()
MMR shot (inmunización contra las paperas, sarampión y rubeola) Date (fecha) Chicken Pox vaccine (inmunización contra la varicela) Date (fecha)	()
Hepatitis A vaccine (la vacuna para la hepatitis A) Date (fecha)	()
Hepatitis B vaccine (la vacuna para la hepatitis B) Polio vaccine (la vacuna para la poliomelitis) Date (fecha) Date (fecha)	()
Dental:	
35. Have you visited a dentist in the last year? () () ()	()
36. Do you have problems chewing your food? ¿Tiene problemas para masticar sus alimentos? () ()	()
37. Have you been told or do you feel you have gum (periodontal) problems? () () ¿Alguna vez le han dicho o siente usted que tiene problemas de las encías (periodoncia)?	()
38. Do your gums bleed easily? () () ¿Le sangran las encias con facilidad?	()
39. Do you have pain or clicking in your jaw joint when chewing? () () () ¿Tilene dolor o ruido en la articulación de la mandibula al masticar?	()
40. Do you grind your teeth? () () ¿Rechina los dientes?	()
Explain "yes" answers here (Explique aquí las respuestas "sí"):	
	-
	-
Waiver section	
Diagram was assaults blook all information are sided by him in this case it is assault to be able to be at of him	
Player represents that all information provided by him in this report is correct to the best of his knowledge.	
El jugador afirma que toda la información que proporcionó en este reporte es correcta hasta donde él sabe.	
Player's signature (Firma del jugador):	
Date (Fecha):	

<u>Initial Orthopedic History Examination</u> <u>Examen Inicial de Historial Ortopédico</u>

Or	ganization (Organizad	ción):				
Na	me (Nombre):			Date of Birth (Fecha de l	Nac.):	
	sition:	Bats:	Throws:(Lanzamientos)	Date of exam: (Fecha del examen	······································	
1.	Have you ever had ¿Alguna vez ha tenido u			Yes (Si)	No	
	Type of Operation (Tipo de Operación)	<u>Date</u> (Fecha		1 / City / Ciudad)	Physician (Médico)	
2.	pre-injury competit	ive level? egunta uno, ¿cuán	to tiempo transcurrió d	f time from surgery unti		
3.	Have you ever had ¿Alguna vez tuvo un exan	an MRI, CT sc nen de imagen de	an, bone scan or an	throgram? tomografia, escáner de los h	Yes (Si) No nuesos o artrograma?	-
	Test (Prueba)	<u>Date</u> (Fecha				
4.				er caused you to miss pla van causado perder tiempo de		
			_			

5.	List any treatments (therapy, injections, chiropractic care, medications, etc.) that you have had for any injuries, symptoms or illnessess: Enumere todos los tratamientos (terapia, inyecciones, atención quiropráctica, medicamentos, etc.) que haya tenido a causa de lesiones, síntomas o enfermedades:
6.	¿Está totalmente libre en este momento de cualquier síntoma, lesión, enfermedad o molestia?
	Yes (Si) No
	If "no," please explain: De ser "no," favor de explicar:
7.	Are you currently physically able to perform all of the duties required in Professional Baseball? ¿Es capaz fisicamente en este momento de desempeñar todos los deberes que se requieren en el béisbol profesional? Yes (Si) No If "no," please explain: De ser "no," favor de explicar:
W	AIVER SECTION
be	Player represents that all information provided by him in this report is correct to the st of his knowledge.
do	El jugador afirma que toda la información que proporcionó en este reporte es correcta hasta nde él sabe.
Pla	ayer's signature (Firma del jugador):
Dä	ate (Fecha):

Have you ever had any of the following? ¿Alguna vez ha tenido alguna de las siguientes dolencias?

Select all that apply (Seleccione todas las que se apliquen):	Yes (Si)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	
NECK – Cervical Spine (CUELLO – Espina cervical)	_			<u> </u>	_=_	_=_	-
Fracture (Fractura) Fracture (Fractura) Fracture (Fractura) Facet Joint Problem (Probl. en la articulación de la carilla) Stenosis (Estenosis) Disk injury / Disease (Lesión/ Enferm. del disco) Nerve Injury (Lesión del nervio) Muscle Strain (Distensión muscular) Muscle Spasm (Espasmo muscula) Undiagnosed Pain (Dolor sin diagnóstico) Identify Symptoms (Identifique los síntomas):	0000000	00000000	00000000	00000000	00000000	00000000	
Other (Otro): Identify (Identifique):	0	0	0	0	0	0	
UPPER BACK – Thoracic Spine (Espalda Alta – Espina toráxica) Fracture (Fractura) Facet Joint Problem (Probl. en la articulación de la carilla) Stenosis (Estenosis) Disk injury / Disease (Lesión/ Enferm. del disco) Nerve Injury (Lesión del nervio) Muscle Strain (Distensión muscular) Muscle Spasm (Espasmo muscular) Epidural Injection (Inyección epidural) Undiagnosed Pain (Dolor sin diagnóstico) Identify Symptoms (Identifique los síntomas):	000000000	000000000	000000000	000000000	000000000	000000000	
Other (Otro): Identify (Identifique):	0	0	0	0	0	0	

	Yes (Si)	o _Z	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	
<u> LOWER BACK – Lumbar Spine</u> (Espina Dorsal Baja – Area Lumbar)						
Fracture (Fractura)	0	0	0	0	0	0	
Facet Joint Problem (Probl. en la articulación de la carilla)	0	0	0	0	0	0	
Stenosis (Estenosis)	0	0	0	0	0	0	
Spinal Fusion (Fusión de la espina)	0	0	0	0	0	0	
Scoliosis (Escoliosis) Disk injury / Disease (Lesión/ Enferm. del disco)	0	0	0	0	0	0	
Nerve Injury (Lesión del nervio)	0	0	0	0	0	0	
Sciatic Nerve Injury (Lesión del nervio ciático)	0	Õ	0	0	0	$\tilde{\circ}$	
Muscle Strain (Distensión muscular)	Õ	Õ	Ö	Õ	Õ	0	
Muscle Spasm (Espasmo muscular)	Õ	Ö	Ö	Ö	ŏ	Ö	
Epidural Injection (Inyección epidural)	Õ	Õ	ŏ	Õ	Õ	Ŏ	
Undiagnosed Pain (Dolor sin diagnóstico)	Ō	Ō	Ō	Ō	Ō	Ō	
Identify Symptoms (Identifique los síntomas):							
Other (Otro):	0	0	0	0	0	0	
Identify (Identifique):							
SACRUM (Sacro)							
Fracture (Fractura)	0	0	0	0	0	0	
Contusion (Contusión)	0	0	0	0	0	0	
Other (Otro):	0	0	0	0	0	0	
Identify (Identifique):							

SHOULDER (Hombro) Dominance (Dominancia) Fracture (Fractura) Separation (Separación) Dislocation (Dislocación) Subluxation (Subluxación) Labrum Injury (Lesión del borde) Bicep Tendon Injury (Lesión del tendón del bíceps) Rotator Cuff Tendonitis (Tendonitis del manguillo rotador) Rotator Cuff Tear (Desgarre del manguillo rotador) Impingement Syndrome (Síndrome de compresión) Bursitis (Bursitis) Nerve Injury (Lesión del nervio) Injection (Inyección) Surgery (Cirugía) Undiagnosed Pain (Dolor sin diagnóstico) Identify Symptoms (Identifique los síntomas):	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	<u>N</u> 000000000000000000000000000000000000	O O O O O O O O O O O O O O O O O O O	O O O O O O O O O O O O O O O O O O O	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	OOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOO	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	00000000000000000000000000000000000000	_
Other (Otro): Identify (Identifique):	0	0	0	0	0	0	0	0	
UPPER ARM (Parte superior del brazo) Fracture (Fractura) Calcium Deposits (Depósitos de calcio) Other (Otro): Identify (Identifique):	000	000	000	000	000	0 0 0	0 0 0	0 0 0	
ELBOW (Codo) Fracture (Fractura) Dislocation (Dislocación) Bone Spurs (Protuberancias óseas) Loose Bodies (Fragmentos sueltos) Inflammation (Inflamación) Radial Nerve Injury (Lesión del nervio radial) Ulnar Nerve (Lesión del nervio ulnar) Ulnar Coll. Lig. Injury (Lesión del ligamento coll. Ulnar) Muscle Injury (Lesión muscular) Flexion Contracture (Contracción de flexión)	0000000000	0000000000	0000000000	0000000000	00000000000	0000000000	0000000000	0000000000	

ELBOW (cont'd) Codo (sigue) Injection (Inyección)	OO Yes (Si)	No	Currently (Ahora)	O O Past Year (Último Año)) O Past 5 Years (Uit. 5 años)	O Pre-Puberty (Pre-Pubertad)	OO Right (Der.)	○ ○ Left (Izq.)	-
Surgery (Cirugía) Undiagnosed Pain (Dolor sin diagnóstico) Identify Symptoms (Identifique los síntomas):	0	0	0	0	0	0	0	0	
Other (Otro): Identify (Identifique):	0	0	0	0	0	0	0	0	
LOWER ARM, HAND & WRIST (Parte baja del brazo, mano, muñeca) Fracture (Fractura) Fracture Navicular (Fractura navicular) Nerve Injury (Lesión del nervio) Ligament Injury-Sprain (Lesión-Distensión del ligamento) Muscle Injury-Sprain (Lesión-Distensión del músculo) Carpal Tunnel Syndrome (Sindrome del túnel carpiano) Ganglions (Ganglios) Injection (Inyección) Surgery (Cirugía) Undiagnosed (Pain Dolor sin diagnóstico) Identify Symptoms (dentifique los sintomas):	0000000000	0000000000	0000000000	0000000000	0000000000	0000000000	0000000000	0000000000	
TFCC Injury (Lesión TFCC) Hamate Fracture (Fractura de hueso en gancho) Other (Otro): Identify (Identifique):	000	0 0 0	0 0 0	000	0 0 0	0 0 0	0 0 0	000	
PELVIS & HIPS (Pelvis y caderas) Fracture (Fractura) Pubis Inflammation (Inflamación del pubis) Hip Pointers (Huesos en punta de las caderas) Groin Muscle Strain (Distensión muscular de la ingle) Ilioposas Restriction (Restricción muscular iliopsoa0 Injections (Inyecciones) Surgery (Cirugía) Undiagnosed Pain (Dolor sin diagnóstico) Identify Symptoms (Identifique los síntomas):	00000000	00000000	00000000	00000000	00000000	00000000	00000000	00000000	
Other (Otro): Identify (Identifique):	0	0	0	0	0	0	0	0	

THIGHS (Muslos)	O Yes (Si)	9	Currently (Ahora)	O Past Year (Último Año)	O Past 5 Years (Úit. 5 años)	O Pre-Puberty (Pre-Pubertad)	O Right (Der.)	O Left (Izq.)	
Restricted ROM Hamstrings (Restric. ROM de tendones de corva)		% 0						-	-
Restricted ROM Quadriceps (Restric. ROM de cuadríceps)	0	0	0	0	0	0	0	0	
Hamstring Strain (Distensión del tendón de la corva)	0 0	0 0	00	0 0	0 0	0 0	0 0	0	
Quadriceps Strain (Distensión del cuadríceps) Multiple Quadricep Strain (Distensión múltiple del cuadríceps)	0	0	0	0	0	0	0	0	
Multiple Hamstring Strain (Distension mult, del tendón de corva)	Õ	Õ	Õ	Õ	ŏ	ŏ	ŏ	Õ	
Ruptured Hamstring (Rotura del tendón de la corva)	0	0	0	0	0	0	0	0	
Calcium Deposits (Depósitos de calcio)	0	0	0	0	0	0	0	0	
Injections (Inyecciones) Iliotibial Band Injury (Lesión de la banda iliotibial)	0	0	0	0	0	0	0	0	
Undiagnosed Pain (Dolor sin diagnóstico)	0	0	0	0	0	0	0	0	
Identify Symptoms (Identifique los síntomas):	0		O	0	0	0	0	0	
Other (Otro):	0	0	0	0	0	0	0	0	
Identify (Identifique):									
KNEE (Rodilla)									
Fracture (Fractura)	0	0	0	0	0	0	0	0	
Patella Disease (Enfermedad de la rótula)	0	0	0	0	0	0	0	0	
Patella Dislocation (Dislocación de la rótula) Ligament Injury (Lesión del ligamento)	0	00	00	0	0	0	0	0	
Medial Collateral (Colateral media)	0	0	0	0	0	0	0	0	
Lateral Collateral (Colateral lateral)	ŏ	Ö	Õ	Õ	Õ	Õ	Õ	Õ	
Anterior Cruciate (Cruciforme anterior)	ŏ	Õ	ŏ	Õ	Õ	ŏ	Õ	ŏ	
Posterior Cruciate (Cruciforme posterior)	0	0	0	0	0	0	0	0	
Medial Meniscus Injury (Lesión media de los meniscos)	0	0	0	0	0	0	0	0	
Lateral Meniscus Injury (Lesión lateral de los meniscos)	0	0	0	0	0	0	0	0	
Plica (Plica)	0	00	00	0 0	0 0	0 0	0 0	0	
Bone Spurs (Protuberancias óseas) Unexplained Swelling (Inflamación sin explicación)	0		0	0	0	0	0		
Unexplained Giving Way (Falseos sin explicación)	0	0	0	0	0	0	0	0	
Injection (Inyección)	Õ	ŏ	ŏ	ŏ	ŏ	ŏ	ŏ	Õ	

KNEE (cont'd) Rodilla (sigue)	O Yes (Si)	ON0	Currently (Ahora)	O Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	O Right (Der.)	
Surgery (Cirugía): Anterior Cruciate Ligament (Ligamento anterior cruciforme) Meniscus (Meniscos) Patellofemoral (Patelofemoral) Multiple Surgeries (Cirugías múltiples) Articular Cartilage Injury Other (Otro): Identify (Identifique):	0000000	0000000	0000000	0000000	0000000	0000000	0000000	
LOWER LEG (Parte inferior de la pierna) Fracture (Fractura) Calcium Deposits (Depósitos de calcio) Muscle Injury (Lesión muscular) Compartment Syndrome (Síndrome compartamental) Infection (Infección) Undiagnosed Pain (Dolor sin diagnóstico) Identify Symptoms (Identifique los síntomas):	000000	000000	000000	000000	000000	000000	000000	
Other (Otro): Identify (Identifique):	0	0	0	0	0	0	0	
ANKLE (Tobillo) Fracture (Fractura) Multiple Fractures (Fracturas múltiples) Disclocation (Dislocación Lesión del nervio) Nerve Injury (Lesión del nervio) Muscle Injury (Lesión muscular) Achilles Tendon Injury (Lesión del tendón de Aquiles) Ligament Injury-Sprain (Lesión/Distensión del ligamento) Multi. Lig. Injury-Sprain (Lesión/Dist. de ligamentos múlt.) High Ankle Sprain (Distensión en parte alta del tobillo) Injection (Inyección) Surgery (Cirugía) Undiagnosed Pain (Dolor sin diagnóstico) Identify Symptoms (Identifique los síntomas):	000000000000	000000000000	000000000000	000000000000	000000000000	000000000000	000000000000	
Other (Otro): Identify (Identifique):	0	0	0	0	0	0	0	

FEET & TOES (Pies y dedos de los pies)	O Yes (Si)	No.	Currently (Ahora)	Past Year (Último Año)	O Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	CEft (Izq.)
Fracture (Fractura)	0	0	0	0	0	0	0	
Multi. Fractures (Fracturas múltiples)	0	0	0	0	0	0	0	0
Dislocation (Dislocación)	0	0	0	0	0	0	0	0
Heel Pain (Dolor en el talón)	0	0	0	0	0	0	0	0
Plantar Fasciitis (Fascitis de la planta)	0	0	0	0	0	0	0	0
Mid. Foot Injury (Lesión parte media del pie)	0	0	0	0	0	0	0	0
Fore Foot Injury (Lesión parte delantera del pie)	0	0	0	0	0	0	0	0
Turf Toe (Lastimadura de los dedos del pie)	0	0	0	0	0	0	0	0
Nerve Injury (Lesión del nervio)	0	0	0	0	0	0	0	0
Infection (Infección)	0	0	0	0	0	0	0	0
Injection (Inyección)	0	0	0	0	0	0	0	0
Surgery (Cirugía)	0	0	0	0	0	0	0	0
Undiagnosed Pain (Dolor sin diagnóstico) Identify Symptoms (Identifique los síntomas):	0	0	0	0	0	0	0	0
Other (Otro): Identify (Identifique):	0	0	0	0	0	0	0	0

	ı																												
Left (Izq.)	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0	0	0	0	0	0	0	0 ()	
Right (Der.)	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0	0	0	0	0	0	0	0 ()	
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	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0			0	0	0	0	0 (†)	
	0 3		0 3										0	·													000		
	0 2	0 2	0 2	0 2	0 2	0 2	0 2	0	0 2	0 2	0 2	0 2	0 2	O Left (Izq.)	O Left (Izq	0 2	0 2	0 2	0 2	0 2	0 2	0 2	0 2	0 2	0	0	000	١	
	T	L	L	L	L	L	L c	L	L c	L	L			Right (Der.)	Right (Der.)	L	L	L						T			⊢ F	-	
Рге-Рибетту (Рге-Рибеттаd)	1	0	-																								00		
Past 5 Years (Ult. 5 años)	1																												
Past Year (Último Año)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 ()	
Сигтепфу (Аћога)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 ()	
0 _N		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 ()	
Yes (Si)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 ()	
FINGERS & THUMB (DEDOS Y PULGAR)	Fracture (Fractura)	Dislocation (Dislocación)	Ligament Injuries (Lesiones en ligamentos)	Ligament Injuries (Lesiones en ligamentos)	Ligament Injuries (Lesiones en ligamentos)	Thumb UCL Injury (Lesión carpiana del pulgar)	Thumb UCL Injury (Lesión carpiana del pulgar)	Infections (Infectiones)	Infections (Infectiones)	Infections (Infecciones)	Surgery (Cirugía)	Surgery (Cirugía)	Surgery (Cirugía)	Undiagnosed Pain (Dolor sin diagnóstico)	Undiagnosed Pain (Dolor sin diagnóstico)	Undiagnosed Pain (Dolor sin diagnóstico)	Injections (Inyecciones)	Injections (Inyecciones)	Injections (Inyectiones)	Ourer (Ouras). Identify (Identifiane):									

Patrick J. Houlihan, Esq. Executive Vice President Labor Relations Office of the Commissioner Major League Baseball 1271 Avenue of the Americas New York, New York 10020

Re: Use of Player Images in Unscripted Programming

Dear Pat:

This letter confirms the Parties' understanding with respect to the use of Players' Images in connection with Paragraph 12 of the Minor League Uniform Player Contract ("UPC").

- The Office of the Commissioner shall provide written notice to the Players Association in the event that it learns a Club, Major League Baseball (or its related entities) or any third party contemplates the use of Recorded Images of Players for the purpose of creating a documentary, biographical video segment, unscripted program or other similar program pursuant to Paragraph 12 of the UPC (an "Unscripted Program" or "Unscripted Programming").
- 2. A Player may opt out of participation in an Unscripted Program by providing notice to his Club or to Major League Baseball, via the Players Association.
- 3. Unless the consent of the Players Association is obtained in advance, Unscripted Programming shall not be permitted to include any remarks (regardless of the language in which such remarks were spoken) which (a) would embarrass, be prejudicial to, detrimental to, or critical of, Major League Baseball, the Players Association, Players, fans or umpires; (b) include any profanity (regardless of whether the profanity was bleeped out or otherwise deleted or modified with other sounds); or (c) likely would be construed as inflammatory.
- 4. Unless the Parties agree otherwise, any entity authorized to use Player Images in Unscripted Programming shall be required to: (a) provide to Major League Baseball any and all

video and audio from capturing the image and/or voice of a Player, or containing remarks about a Player, that is not used in the Programming; and (b) prior to the initial broadcast of any Unscripted Program, destroy or permanently delete all files (including back-up or copies of any kind) containing such video and/or audio, and provide written certification to Major League Baseball that such destruction or deletion has occurred. Major League Baseball will not use any unaired video or audio, or authorize others to use any unaired video or audio, without the express written consent of the Players Association.

5. Except as set forth in Paragraph 13(b) of the UPC, nothing in the UPC shall prohibit a Player from participating in or producing an Unscripted Program.

Very truly yours,

Matthew R. Nussbaum General Counsel Major League Baseball Players Association

Patrick J. Houlihan, Esq.
Executive Vice President
Labor Relations
Office of the Commissioner
Major League Baseball
1271 Avenue of the Americas
New York, New York 10020

Re: Dues Checkoff

Dear Pat:

This letter memorializes our agreement regarding the deduction of union dues from the wages of Minor League Players as defined under the Minor League Basic Agreement ("Players").

- Each Club shall deduct from the daily wages of each Player covered by this Agreement who executes an authorization form authorizing such deduction by the Player such sums as may be authorized by the Players Association to be due from such Players for dues and/or assessments of the Players Association.
- 2. Each Club agrees to remit to the Players Association all such authorized deductions together with a list of the Players and the amounts deducted from each Player three times a year, on a schedule to be provided by the Players Association to the Office of the Commissioner on or before 30 days following the execution of the Basic Agreement. Such schedule shall provide a minimum of 20 days between the final day of each deduction period and the deadline for remittance of payments to the Players Association.
- 3. At least two weeks prior to the first scheduled Minor League championship season game at any level, or at a later date upon agreement of the Parties, the Players Association shall notify the Clubs of the rate at which dues deductions and/or assessments shall be made for the following year.
- 4. It is specifically agreed that the Clubs and the Office of the Commissioner assume no obligation, financial or otherwise, arising out of the provisions of this agreement and the Play-

ers Association hereby agrees that it will indemnify and hold harmless the Clubs and the Office of the Commissioner for any claims, actions or proceedings by a Player arising from deductions made by the Clubs hereunder. Once the funds are remitted to the Players Association, their disposition thereafter shall be the sole and exclusive responsibility of the Players Association.

Very truly yours,

Matthew R. Nussbaum General Counsel Major League Baseball Players Association

Patrick J. Houlihan, Esq. Executive Vice President Labor Relations Office of the Commissioner Major League Baseball 1271 Avenue of the Americas New York, New York 10020

Dear Pat:

This letter memorializes the Parties' agreement that if a Player is credited with additional Minor League service due to any agreement or arbitration award, for any year in which 401(k) Contributions are made (see Exhibit 8, Section III of the Parties' March 30, 2023 Memorandum of Understanding), the Player will receive additional 401(k) Contributions, if possible, based on that newly credited service. Such contributions will be made even in the absence of a specific direction in the agreement or award.

This letter shall not be admissible in an arbitration hearing for any purpose other than the calculation of the allocation of a Player's 401(k) Contributions based on an award or agreement crediting a Player with additional Minor League service days.

Very truly yours,

Matthew R. Nussbaum General Counsel Major League Baseball Players Association

Bruce Meyer, Esq.
Deputy Executive Director
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear Bruce:

Notwithstanding anything to the contrary in this Agreement, including but not limited to Article XXV, the Office of the Commissioner shall have the right (but not the obligation), in its discretion, to reopen this Agreement in its entirety in the event of any determination (except a temporary restraining order or non-binding, advisory opinion) by any federal or state court, regulatory agency or entity, or tribunal (whether pursuant to Article XIV or Article XV), other contractual dispute resolution mechanism or otherwise, that the method or manner of compensating Minor League Players (including, without limitation, the payment of Players on a salary basis, the amount of compensation owed to Players pursuant to the terms of this Agreement or the Minor League UPC, and/or the maintenance (or lack thereof) of compensation-related records) violates any federal, state, or local wage-hour laws or regulations.

Very truly yours,

Daniel R. Halem
Deputy Commissioner &
Chief Legal Officer
Office of the Commissioner
Major League Baseball

Patrick J. Houlihan, Esq.
Executive Vice President
Labor Relations
Office of the Commissioner
Major League Baseball
1271 Avenue of the Americas
New York, New York 10020

Dear Pat:

This will memorialize our agreement regarding the calculation of cost of living adjustments ("COLAs") under the Basic Agreement. Specifically, we have agreed to round the fractions utilized to calculate COLAs to five decimal places to the right of the decimal point (or three places, if the fraction is expressed as a percentage).

Very truly yours,

Matthew R. Nussbaum General Counsel Major League Baseball Players Association

Matthew R. Nussbaum, Esq. General Counsel Major League Baseball Players Association 12 East 49th Street New York, New York 10017

Re: DSL UPC

Dear Matt:

The purpose of this letter is to memorialize certain shared understandings and clarifications the Parties have reached regarding the effect of a player's Dominican Summer League Uniform Player Contract ("DSL UPC") upon such player's assignment to a Club's domestic Minor League or level and thus its Domestic Reserve List (resulting in, among other things, the player qualifying as a Minor League Player and becoming subject to the terms of the Minor League Uniform Player Contract ("Minor League UPC") immediately upon such assignment, except as set forth in Article III of the Minor League Basic Agreement and as otherwise provided below). Specifically, upon assignment of such a player's DSL UPC to a domestic Minor League or level, the Parties hereby agree as follows:

- 1. Addenda A, B, H, and the Life Insurance Notice and Consent Form of such player's DSL UPC shall continue to remain in full force and effect following the player's assignment to a domestic Minor League or level. The Parties agree that upon assignment to a domestic Minor League or level, the Life Insurance Notice and Consent Form of such player's DSL UPC is not intended to, and shall not, have a different substantive meaning than the Life Insurance Notice and Consent Form included in the Minor League UPC.
- 2. For the avoidance of doubt, upon assignment to a domestic Minor League or level, the Player shall receive the salary rates set forth in Article VII(B) and (C) for the Fall, Winter, and Spring Training periods and the applicable salary rate set forth in Article VII(A) for the championship season; provided, however, that if the player's DSL UPC was such player's second or subsequent contract and contains a higher

championship season salary rate than the applicable salary rate set forth in Article VII(A) for the level to which the player is assigned, the higher salary rate for the championship season shall continue to remain in full force and effect, subject to the maximum salary rate set forth in Article III(B)(2)(a).

- 3. The Clubs shall provide such player with a copy of the Minor League UPC, including a revised Addendum C, along with Addenda F and G for the player's signature. The Player shall be provided with a copy of Addendum D upon assignment to the Arizona Fall League.
- 4. For the avoidance of doubt, unless otherwise stated in Paragraphs 1 or 2, the Minor League UPC shall supersede the DSL UPC and shall control.

Very truly yours,

Kasey M. Sanossian
Vice President &
Deputy General Counsel
Office of the Commissioner
Major League Baseball

APPENDIX A

Minor League Uniform Player Contract

Parties

1. The Parties to this Minor League Uniform Player Contract ("Contract") are those identified in Paragraphs 1 ("Player") and 2 ("Club") of Addendum A.

Recital

2. Club is, along with other Major League Clubs, signatory to the Major League Constitution ("Constitution") and has subscribed to the Major League Rules ("Rules"). The Parties agree that they and this Contract are subject to and governed by the Rules, which are fully incorporated in this Contract as if set forth herein verbatim.

Scope

3. Subject to the provisions of the Major League Basic Agreement applicable to Major League Players performing for Minor League Clubs and/or in the Minor Leagues, this Contract and the Minor League Basic Agreement shall set the terms and conditions of Player's employment during all periods in which Player is employed by Club as a Minor League Player in the United States and Canada. Upon signing this Contract, the Player shall execute all applicable Addenda and the enclosed Life Insurance Notice and Consent Form. The Major League Basic Agreement and the Major League Uniform Player's Contract shall exclusively govern the terms and conditions of Player's employment during all periods in which Player is performing services for Club as a Major League Player. This Contract therefore shall have no application during any period in which Player is on Club's Major League Active, Injured or other Inactive List or assigned to a Minor League located entirely outside of the United States or Canada.

Agreement

4. In consideration of the foregoing, for the mutual representations, promises, covenants and agreements contained herein (including any Addenda) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows.

Employment Term

- 5.(a) Club hereby employs Player to render, and Player agrees to render, skilled services as a baseball player commencing on the date that this Contract is approved by the Commissioner's Office and concluding at 5 P.M. Eastern Time on the fifth day following the day that the last game of the World Series starts in the calendar year of the last championship season covered by this Contract or until this Contract is terminated pursuant to Paragraph 17 below, whichever occurs first.
- 5.(b) Term of First-Year Contracts. The term of all First-Year Contracts shall be seven (7) championship seasons, unless Player is 19 years of age or older on the June 5 immediately preceding Player's signing, in which case the term of the Contract shall be six (6) championship seasons.
- 5.(c) Term of Non-First-Year Contracts. The term of all Non-First-Year Contracts shall be the number of championship seasons agreed upon by Club and Player and included in Addendum A of this Contract, subject to the limitations set forth in the Minor League Basic Agreement.
- 5.(d) Player will be credited with a championship season for purposes of determining the remaining term of the Contract if Player spent at least one (1) day during the championship season on Club's Minor League Active List, Injured List, or Development List; provided that, however, Player shall not be credited with a championship season for any championship season during which Player is properly placed on the Restricted List for a total of fourteen (14) days (or more) for failing to report to his Club, abandoning his Club, or otherwise intentionally refusing to perform services. For the avoidance of doubt, Player may not be credited with more than one (1) championship season per calendar year, and Player shall not be credited with a championship season during any year in which Player is on either the Major League Active List, the Major League Injured List or other Major League Inactive List (or combination of the foregoing) for the entire season. Club's championship season for each year covered by this Contract shall be fixed by the Office of the Commissioner in accordance with the terms of the Minor League Basic Agreement.
- 5.(e) Player's physical condition is important to the safety and welfare of Player and to the success of Club. Thus, to enable Player to become

properly fit for Player's duties under this Contract, Club may require Player to report to Spring Training and maintain Player's playing condition and weight. Club may invite or direct Player to report for baseball activities, conditioning, or injury rehabilitation at such times and places as Club may determine, subject to Article VI of the Basic Agreement. In the event Player fails to report for mandatory activities when required, Club may impose discipline on Player and also require Player to become fit for Player's duties to the satisfaction of Club at Player's own expense.

Payment

- 6.(a) For the performance of Player's services and promises hereunder, Club will pay Player at the applicable weekly rates set forth in Addendum C in regular installments set by Club, subject to the provisions of Article VII of the Minor League Basic Agreement, at all times, excluding any Dead Period(s). All obligations to make such payments, during any period, shall end immediately upon the expiration or termination of this Contract, subject to Paragraphs 17(c) and 22 of this UPC. If Player is in the service of Club for part of a week, Player shall receive such proportion of the applicable salary rate for the relevant week, calculated by comparing the number of days of Player's actual employment in the relevant week to a full seven-day week.
- 6.(b) For the avoidance of doubt, Player shall not be entitled to any payment under this Contract for any period that Player is on a Major League Active, Major League Injured, or other Major League Inactive List.
- 6.(c) Club shall be permitted to deduct from Player's salary only those amounts that are specifically authorized by the Minor League Basic Agreement, this Contract, or a separate authorization signed by Player. Any authorization for a deduction from Player's salary must state with specificity the particular expense for which the deduction is authorized. All deductions from Player's salary must be identified on Player's paystub and, if necessary, a separate document.
- 6.(d) Player authorizes Club to make deductions from Player's salary to reimburse Club for any hotel charge, over and above the room charge, that Player neglects to pay when checking out of the hotel, or money advanced to Player by Club.

Injury of Player

7.(a) 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 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 18 months from the date of initial treatment for such injury, whichever period is longer, but only upon the express prerequisite conditions that (a) written notice of such injury, including the time, place, cause, and nature of the injury, is served upon and received by the Club within twenty days of the sustaining of said injury and (b) the Club shall have the right to designate the health care facilities, physicians, dentists, certified athletic trainers, or other medical professionals furnishing such medical and hospital services. Failure to give such notice shall not impair the rights of the Player, as herein set forth, if the Club has actual knowledge of such injury. All worker's compensation payments, or any surgical, medical, or hospitalization insurance payments received by the Player as compensation for the period during which the Club is paying him in full, shall be paid over by the Player to the Club. If Player fails or refuses to pay these amounts to Club, Club is hereby authorized to deduct such amounts from any compensation due Player.

7.(b) In addition to Club's right to terminate this Contract as set forth in Paragraph 17, Club may suspend this Contract (including the accrual of credit for championship seasons and any payment obligations hereunder) if Player is unable to render services as a result of an injury sustained outside the course and scope of Player's employment. For the avoidance of doubt, self-inflicted injuries and injuries incurred during training undertaken by Player not under the direction or authorization of Club shall not constitute injuries in the course and within the scope of Player's employment.

Allowances

8. Player shall be entitled to allowances under the circumstances and in the amounts set forth in the Minor League Basic Agreement.

Uniform

9. Club will select and furnish Player with necessary uniforms, excluding shoes. Additionally, Club may, if it wishes to do so, provide shoes

or other personal equipment items or apparel, such as batting gloves, or fielding gloves. Player shall wear uniforms, personal equipment items, and apparel as furnished by Club and shall not alter them. At the end of the championship season, or at the end of any post-season series games, or upon the assignment of this Contract or the unconditional release of Player, Player immediately shall return to Club such uniforms, personal equipment items, apparel and any and all other property of Club in the possession of Player if requested by Club. Player shall not wear or use any personal equipment item, article of apparel, or any other item with or upon Player's uniform which is not in accordance with the Official Baseball Rules, the Minor League Basic Agreement, Major League Rules or other applicable rules, regulations, or policies.

Loyalty

10. Player agrees to perform the services hereunder diligently and faithfully, to keep himself in first-class physical condition, and to observe and to obey Club's training rules, and pledges himself to the American public and to Club to conform to high standards of personal conduct (before, during, and after working hours), fair play, and good sportsmanship.

Player Promotional Obligations

- 11.(a) In addition to the Player's services in connection with playing baseball, and other than during the Dead Period described in Article VI(C) of the Minor League Basic Agreement, the Player agrees to cooperate with and participate in any and all reasonable promotional (i.e., promoting the Player's Club, PDL affiliate, or baseball), charitable, and community-focused activities, endeavors, or programs of the Player's Club or PDL affiliate; provided that the Player shall not be obligated to participate in more than two such events during the off-season (i.e., after the end of the season, including any post-season games, but before the commencement of Spring Training).
- 11.(b) Upon the reasonable request of the Player's Club or Major League Baseball, the Player will participate in, and/or cooperate with, any programming created by or on behalf of the Player's Club or Major League Baseball that is focused on promoting the Player's Club, PDL affiliate, Minor League Baseball, or Major League Baseball; provided that, notwithstanding anything to the contrary in the above paragraph, participation in such programming during the off-season shall be voluntary.

Use of Player Image by Club, Player's PDL Affiliate, or Major League Baseball

- 12.(a) The Player's Club, Player's PDL affiliate, and/or Major League Baseball (and its related entities) may utilize the Player's name, image, likeness, nickname, signature (or facsimile thereof), biographical sketch, playing record, picture, portrait, voice, caricature, or other identifiable feature or rights of publicity (hereinafter, collectively, "Image") to promote baseball, the Player's Club and PDL affiliate, Minor League Baseball, Major League Baseball, and any of their charitable or community-focused activities, endeavors, and programs.
- 12.(b) The Player agrees that his Image may be captured in connection with performing services pursuant to this Uniform Player Contract, including but not limited to, during the Player's participation in all games, practices, exhibitions, and tournaments, along with all interviews, documentaries, biographical video segments, unscripted programming, and other activities, provided they are captured on the playing field, at the ballpark, or at a location in which the Player is participating in promotional, charitable, or community-focused activities pursuant to Section A above (the "Recorded Images"). All rights in such Recorded Images shall belong to the Club and/or Major League Baseball and may be utilized by the Club, Major League Baseball and its and their licensees, assignees, and/or other designees in any and all forms of media.
- 12.(c) The Player's Image will not be authorized by the Club, Player's PDL affiliate, and/or Major League Baseball for use on or for a consumer product absent the consent of the Player and/or the MLBPA, as applicable, pursuant to any use and licensing agreement ("ULA") between the MLBPA and Player then in effect. Premiums, including giveaways or promotions to promote baseball, the Player's Club, Player's PDL affiliate, Major League Baseball and/or Minor League Baseball shall not be considered consumer products for purpose of this provision.
- 12.(d) The Player's Image will not be authorized by the Club, Player's PDL affiliate, and/or Major League Baseball for use by third-parties to promote their goods or services absent consent of the Player and/or the MLBPA, as applicable, pursuant to any ULA between the MLBPA and Player then in effect. This provision shall not prohibit the use of Player's Image or Recorded Images: (i) to promote baseball, the Player's Club and PDL affiliate, Minor League Baseball, Major

League Baseball, and any of their charitable or community-focused activities, endeavors, and programs; (ii) in a segment or content that promotes or relates to a game and is sponsored by a third party, including, but not limited to, events during a game, game highlights, awards, plays of the day, contests, and similar materials; or (iii) by or on behalf of any distribution or production partner or platform, to promote the broadcasting of games by such partner. The Office of the Commissioner will provide advance notice to the Players Association of uses of Player's Image or Recorded Images pursuant to (ii) and (iii) above where practicable.

Player Endorsements, Sponsorships, and Public Appearances

- 13.(a) The Player agrees that prior to authorizing any third party to use or license the Player's Image, the Player must receive the written consent of the Club, which shall not be withheld except in the reasonable interests of the Club or Major League Baseball; provided, however, that in any case, there shall be no direct or implied endorsement by the Player's Club, PDL affiliate or Major League Baseball of such third party, or its goods or services.
- 13.(b) Except as otherwise permitted pursuant to this UPC (e.g., pursuant to any ULA between the MLBPA and Player then in effect), Player will not make public appearances, participate in programming, including, without limitation, radio, digital, interactive media, or television programs or segments, or participate in or consent to the use of any element of his Image, without the written consent of the Club, which shall not be withheld except in the reasonable interests of the Club or Major League Baseball.

Player's Representations

- 14. As a further inducement to Club to enter into this Contract, Player represents to Club as follows:
- 14.(a) Player has no physical or mental defects which would prevent or impair the performance of Player's skilled services as a professional baseball player for Club.
- 14.(b) Player does not own, directly or indirectly, stock or have any financial interest in the ownership or earnings of any Minor League Club or Major League Club, except as hereinafter expressly set forth,

and covenants that Player will not hereafter, while under this Contract, acquire or hold any such stock or interest.

- 14.(c) Player represents and agrees that he has exceptional and unique skill and ability as a baseball player, and Player's services to be rendered to Club are of a special and extraordinary character which gives Player a peculiar value which cannot be reasonably or adequately compensated for in damages at law. Therefore, Player agrees that Player's breach of this Contract will cause Club great and irreparable injury and damage. Accordingly, Player agrees that, in addition to other remedies, Club shall be entitled to injunctive and other equitable relief to prevent a breach of this Contract by Player, including, among others, the right to enjoin Player from playing baseball for any other person or organization during the term of this Contract.
- 14.(d) During the term of this Contract, Player will not play baseball other than for Club, without the written consent of Club, except that Player may, with Club's consent, participate in Winter League play, provided that the terms and conditions of Player's eligibility for and participation in Winter League play (including any right of Club to withhold consent for such participation) shall be governed by the Winter League Agreement then in effect. Additionally, Player represents that he is not a party to, and will not enter into, any contract or any contractual obligation that conflicts with any of Player's obligations under this Contract or limits the rights granted Club under this Contract or that impairs Club's ability to fully exercise such rights.
- 14.(e) Player and Club agree and recognize that Player's participation in any other sport may impair or destroy Player's ability and skill as a professional baseball player. Accordingly, from and after the date of execution of this Contract, Player agrees that Player shall not engage in automobile or motorcycle racing, hang gliding, fencing, parachuting, skydiving, boxing, wrestling, karate, judo, football, professional league basketball, skiing, hockey, or any other sport or activity involving a substantial risk of personal injury. Player also agrees that, except with the written consent of Club, Player will not participate in intercollegiate or professional athletics in any sport whatsoever.
- 14.(f) Player further represents that (i) Player's name, as set forth in this Contract, and of which Player's signature to this Contract consists, is Player's proper and legal name and is not a fictitious or assumed name, and that all personal information concerning Player in Adden-

dum A is true and accurate; (ii) Player is eligible, in accordance with the Rules, to execute this Contract; (iii) Player has the full authority to grant the rights contained in this Contract and to execute, deliver and perform the obligations under this Contract; and (iv) the execution and delivery of this Contract will not conflict with or result in any breach of any agreement to which Player is a part or by which Player is bound, and this Contract is duly executed and delivered by Player.

Physical Examination

15.(a) When requested by Club, Player shall submit to a complete physical, psychiatric, psychological, and/or dental examination at the expense of Club. Upon the failure or refusal of Player to do so, Club may take such action against Player as it deems advisable under this Contract.

15.(b) It is specifically provided, however, that if Player was unable to undergo a complete physical examination in the United States or Canada prior to signing this Contract, within ninety (90) days subsequent to the execution of this Contract by Player, Club may require Player to undergo a complete physical, psychiatric, psychological, and/or dental examination by a physician and/or dentist of Club's choosing and at Club's expense. If such examination reveals the presence of any physical and/or dental defect, congenital or otherwise, which in the judgment of the physician or dentist would or might substantially impair Player's ability to play professional baseball and was present at the time of execution of this Contract by Player, Club may terminate this Contract without further payment to Player of any bonus, benefits, or other compensation provided for in this Contract or any Special Covenants to this Contract. Such a termination, however, must be effected (including notification to the Commissioner's Office and the Players Association) within one hundred and five (105) days subsequent to the execution of this Contract by Player. In the event of a termination pursuant to this paragraph, this Contract shall be void and of no force or effect between the Parties, and Player shall repay any signing bonus provided pursuant to this Contract or any Special Covenants to this Contract. The terms of this Paragraph 15.(b) shall not apply to Players signing their first Contract in the year of Player's selection in the First-Year Player Draft, who shall be governed by Major League Rule 4.

Assignments

- 16.(a) Player specifically agrees and understands that this Contract may be freely assigned by Club (and reassigned by any assignee Club) to any other Club in accordance with the Major League Basic Agreement, Minor League Basic Agreement, and the Rules.
- 16.(b) In the event Player or this Contract is assigned (to another level of Club's Minor Leagues or the Major Leagues, or to another Club), following Player's receipt of notice of such selection or assignment, Player shall report to the Club to which Player was assigned as soon as possible (given the mode of transportation authorized or furnished to Player by Club). If Player fails to report to the assignee Club as soon as possible, Player shall not be entitled to any payment for the period from the date upon which Player received notice of assignment through the date Player actually reports to the assignee Club.
- 16.(c) Upon assignment of this Contract from Club to another Club, the assignee Club shall be liable to Player only for payments accruing from the date of assignment, while the assignor Club shall remain liable to Player for all payments accrued prior to and including the date of the assignment. See MLR 6(c).
- 16.(d) Player agrees that Player will execute the standard form Major League Uniform Player's Contract then in effect if Player is selected to a Major League roster, Reserve List, or other Major League list contemplated by the Rules (following an assignment, direction to perform or otherwise) at any point during the term of this Contract.
- 16.(e) If Player agrees, this Contract may be assigned to (or Player directed to perform for) a professional baseball club participating in Winter League play, pursuant to the terms of the Winter League Agreement then in effect.
- 16.(f) Player also specifically agrees and understands that Club may freely direct Player to perform services for any Major League or Minor League Club. Player specifically agrees and understands that Player's obligation under this Contract to perform services for the directed Club shall be the same as Player's obligation to perform services for Club under this Contract. If Club directs Player to perform services for a Club, Player agrees to report to the Club as soon as possible (given the mode of travel authorized or furnished to Player by Club), and to perform all services for such Club in a diligent and faithful manner. If Player fails or refuses to report as soon possible, Player shall not be

entitled to any payment for the period from the date upon which Player received notice of the direction to perform to the date on which Player actually reports to the directed Club.

Termination

- 17.(a) Player may terminate this Contract, upon written notice plainly identified as a default notice sent to Club and the Office of the Commissioner (attention: Labor Relations Department), if (i) Club defaults in the payments to Player provided for in Addendum C and (ii) Club fails to remedy such default within fifteen (15) days after the receipt by Club and the Office of the Commissioner of the written notice of such default. Player's right to terminate this contract pursuant to the foregoing shall be limited to defaults which are material in nature. Should such a material breach on the part of the Club be alleged, Player shall remain under contract to the Club; however, Club, Player, the Office of the Commissioner, and the Association will cooperate in 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.
- 17.(b) Club may, in its sole discretion and for any reason, terminate this Contract at any time, upon notice to Player and the Office of the Commissioner. Club's exercise of its rights to terminate this Contract shall not in any circumstance be considered disciplinary action, and shall be final and binding.
- 17.(c) Notwithstanding the foregoing, if Player is injured in the course and within the scope of his employment under this Contract during Spring Training or Club's championship season and Club terminates this Contract as a result of such injury, Player shall be entitled to salary for two weeks from the date of the injury at the applicable weekly rate in Addendum C; provided, however, that satisfaction of the conditions in Paragraph 7.(a) are an express prerequisite to Player's entitlement to such salary. It is specifically provided, however, that such period for which Player is receiving salary shall not be considered for purposes of determining whether any additional payments may be due Player under any Special Covenants to this Contract.

Rules

18. Club and Player agree to accept, abide by and comply with all provisions of the Minor League Basic Agreement, the Rules, and any

other rules or regulations in effect in the Minor Leagues which are not inconsistent with the provisions of this Contract or the provisions of the Minor League Basic Agreement (including any associated agreements or practice related thereto), provided that the Club, together with the other Major League Clubs, reserve the right to modify, supplement, or repeal any provision of said Rules or other rules and regulations in a manner not inconsistent with this Contract or the provisions of any then-existing agreement between the Major League Clubs and the Major League Baseball Players Association.

Discipline

19. For violation by Player of any provision of this Contract, Club may impose a fine and deduct the amount thereof from Player's salary or may suspend Player without salary for a period or both, subject to any rights to appeal under Article XIV of the Basic Agreement (Grievance and Disciplinary Appeal Procedures). Written notice of the fine or suspension or both and the reason thereof shall in every case be given to Player and the Players Association. (See Article XVI (Discipline and Investigations) of the Minor League Basic Agreement.)

Disputes

20. All disputes between Player and Club that are subject to Article XIV (Grievance and Disciplinary Appeal Procedures) shall be resolved in accordance with such procedures.

Publication

21. Club or the Commissioner's Office, or any of them, may make public the findings, decisions or record of any inquiry, investigation or hearing, including in such record all evidence or information given, received, or obtained in connection therewith.

Special Covenants

22. Any and all additional payments or consideration whatsoever that Player is to receive or has received from Club or from any other source in connection with this Contract must be fully described in Addendum B ("Special Covenants"). Clubs and First-Year Players are prohibited from entering into any Special Covenant except those expressly permitted under Rule 3(c)(5). Clubs and Non-First-Year Players are pro-

hibited from entering into any Special Covenants except those expressly permitted under Article III(B) (Uniform Player Contract) of the Basic Agreement.

Legislation And Suspension

23. This Contract is subject to federal and state legislation, regulations, executive or other official orders, and other governmental action, now or hereafter in effect, which may affect directly or indirectly Player or Club. Additionally, this Contract is subject to the authority of the Commissioner to suspend the operation of this Contract, including the payment of compensation to Player, during any national emergency or any cessation or suspension of play in the Major Leagues. In the event that this Contract is suspended pursuant to the terms of this paragraph, it is specifically agreed between Player and Club that the compensation paid to Player at the weekly rate for services rendered (as set forth in Addendum C, as applicable) shall be paid only for the portion of the year in which the Contract is not suspended and Player is performing services for Club. Moreover, in the event that this Contract is suspended pursuant to the terms herein, it is also specifically agreed between Player and Club that Club's exclusive right to Player's services shall remain in effect and that this Contract shall continue in full force and effect for the remainder of its term once the suspension ends.

Entire Agreement

24. Club and Player covenant that this Contract, along with the Minor League Basic Agreement (including applicable attachments or supplements thereto) and any other collectively bargained policies and agreements between the Office of the Commissioner and the Players Association governing Minor League Players (e.g., Major League Baseball's Joint Minor League Drug Prevention and Treatment Program, the Minor League Baseball Health and Welfare Plan, the Minor League Player Domestic Violence, Sexual Assault and Child Abuse Policy, the Sports Betting Policy for Minor League Players) fully sets forth all understanding and agreements by and between them and agree that no understandings or agreements, whether heretofore or hereafter made, shall be valid, recognized, or of any effect whatsoever, unless and until they are set forth in a subsequent Minor League Uniform Player Contract executed by Player and Club, filed with and approved

by the Commissioner of Baseball and complying with the Minor League Basic Agreement and the Rules.

Approval

25. This is the only Minor League Uniform Player Contract form (and addenda thereto) permitted during the term of the Minor League Basic Agreement for Minor League Players, as defined in the Minor League Basic Agreement. No different form shall be used and no clause shall be added or eliminated without the specific written approval of the Office of the Commissioner and the Association. Any written or oral agreement between Player and Club not contained in this Contract shall be invalid and unenforceable, and may subject both parties to discipline by the Commissioner, subject to any rights to appeal such discipline under the Constitution or Article XIV (Grievance and Disciplinary Appeal Procedures) of the Minor League Basic Agreement. Further, this Contract, including any addenda or attachments, shall not be valid, recognized or enforced unless filed with and approved by the Commissioner.

Player Information and Notices

26. Player will immediately provide Club (and any Club to which this Contract is assigned) with Player's current home address, e-mail address, and cell phone number (or other number at which Player may be reached via text message), and commits to keep such information current in the event of changes. Any written notice required to be given by Club to Player under this Contract may be accomplished, at Club's option, by sending the notice via e-mail to Player's last known e-mail address, by physically delivering the notice to Player, and/or by other electronic means agreed upon by Player and Club. The effective date of any notice physically delivered to Player shall be the date on which the notice is physically delivered. The effective date of any e-mail notice by the Club to Player will be the date on which the notice is sent. A copy of this Contract, when approved by the Commissioner, must be delivered to Player in person or by e-mail, and may be delivered to the Major League Baseball Players Association in accordance with Article IV(B) of the Basic Agreement.

MINOR LEAGUE UNIFORM PLAYER CONTRACT ADDENDUM A

1. Player's Information	on:
·	(First Middle Last)
	(Email)
	(Permanent Street Address)
	(City, ST, Country, Zip)
(SSN or SIN)	(Telephone No.) (Date of Birth) (Player's Initials)
(Cell Phone N	No.) (WhatsApp No.)
2. Club's Name:	
Player Contract:	o season covered by this Minor League Uniform (Year)
4. Execution Date of	this Minor League Uniform Contract:
	(Date)
time, Club initially	agraph, and subject to a change at any directs Player to perform for the
	<u></u>
	STATUS OF PLAYER
First Minor League	<u>Contract</u>
Rule 4 Drafted Playe	r
Draft Year: S	election Round: Overall Sel No.:
Passed Over	
Draft Year:	
Non-Drafted Player (Foreign League, Independent League)

Previous Contract

Assigned from Major League Club

Completed Previous Minor League Contract (free agent)

Released Player

Major League Free Agent

Foreign Professional

Successor Contract

Player information (Must be completed for first Minor League Contract)

Pos:	Hgt:		_ Wgt:	
Bats:	Thro	ows:		
High School: _			Grad Date:	
	(State)			(M/Y)
College:			Grad Date:	
	(State)			(M/Y)
Place of Birth:				
	(City)	(State)	(Country)	

CONTRACT TERM (FOR FIRST-YEAR PLAYERS ONLY)

This Minor League Uniform Player Contract shall be, consistent with the MLR and as set forth in Article III (Uniform Player Contract) of the Basic Agreement, for a period of [auto populated by eBIS] championship seasons.

CONTRACT TERM (FOR NON-FIRST-YEAR PLAYERS ONLY)

This Minor League Uniform Player Contract shall be, consistent with the MLR and as set forth in Article III (Uniform Player Contract) of the Basic Agreement, for a period of championship seasons.

ADDENDUM B

Special Covenants: In accordance with Paragraph 22 of this Minor League Uniform Player Contract, all additional payments or consideration whatsoever that Player is to receive or has received from Club or from any other source in connection with this Minor League Uniform Player Contract are fully described below.

Any Special Covenants which entitle Player to receive bonus payments if Player is retained by Club on a designated date or for a designated period shall be subject to the following: In the event Player is placed on the Restricted, Voluntarily Retired, or Military List prior to the date upon which the bonus payment becomes due and payable to Player, payment of the bonus shall be suspended by Club until Player is reinstated to an Active List and reports to and is retained by Club for the number of days required by this Contract, including any Special Covenants. In the event the official date of placement on any of the lists enumerated above is later than the date Player ceased to be an active Player, the earlier date shall apply in determining the new date for payment of the bonus following Player's reinstatement to an Active List of Club.

ADDENDUM C

First-Year-Contract

Player's weekly salary rate for services rendered shall be as set forth in Article VII of the Basic Agreement, which is reproduced below.

Level	2023	2024	2025	2026	2027
AAA	\$1,200	\$1,200	\$1,225	\$1,250	\$1,275
AA	\$1,000	\$1,000	\$1,020	\$1,040	\$1,060
A+	\$900	\$900	\$920	\$935	\$955
A	\$850	\$850	\$870	\$885	\$905
Rookie	\$675	\$675	\$700	\$710	\$720
Spring Training	N/A	\$625	\$650	\$660	\$670
Off-season/ Complex	\$625	\$625	\$650	\$660	\$670
Off-season/ Off-site	\$250	\$250	\$255	\$260	\$265

* * *

Non-First Year Contract

Subject to the limitations in Article III of the Basic Agreement, Player and Club agree that Player's weekly salary rate during the champion-ship season shall be:

Classification	Weekly Salary
AAA	
AA	
A+	
A	
Rookie	

Player's weekly salary rate for services rendered during the Fall, Winter, or Spring Training Periods shall be as set forth in Article VII.

* * *

Players Signed to Major League Uniform Player's Contract

In accordance with the Major League Basic Agreement, Player's annual salary rate for Minor League service shall be: _____

All Contracts

If Player is on the Minor League Active List, Injured List, or Development List of Club in more than one classification during the same pay period and is entitled to different salary rates for the different classifications, Player's salary shall be prorated in accordance with the number of days of Player's employment in each classification compared to the number of days in that week.

ADDENDUM D

In accordance with the Minor League Uniform Player Contract to which the undersigned Player is a party, Player's weekly salary rate during the Arizona Fall League ("AFL") shall be the weekly rate for services rendered in Double-A during the most recently completed championship season (set forth in Addendum C).

Player and Club agree that, for the duration of the entire season of the AFL team to which Player is assigned, Player shall remain with, and provide skilled services for, the AFL team to which Player is assigned. Player shall not be entitled to receive any compensation set forth in this Addendum D for any period of time in which Player fails to remain with, or provide such skilled services for, such AFL team (i) without the prior express permission from Club, or (ii) with the express permission of Club, if Club informs Player at the time Club grants such permission that Club chooses, in its sole discretion, not to pay Player any such compensation in the event of Player's permitted absence or withholding of services. Player shall continue to receive compensation due pursuant to this Addendum D (i) if in the judgment of Club, Player is unable to provide such skilled services because of an injury or disability, or (ii) Club gives express permission to Player to be absent or withhold services and fails to inform Player at the time Club grants such permission that Club chooses, in its sole discretion, not to pay Player any such compensation in the event of Player's permitted absence or withholding of services. For the avoidance of doubt, the AFL season shall not be considered a championship season under this Contract (including, but not limited to, Paragraph 5(d) thereof), but all other terms of the Minor League Uniform Player Contract and the Minor League Basic Agreement shall continue to apply during the AFL.

ADDENDUM E

[Intentionally Left Blank]

ADDENDUM F

As a material inducement for Club to employ Player's services, Play promises and agrees that any worker's compensation claim, dispute cause of action arising out of Player's employment with Club sh be subject to the worker's compensation laws of the State exclusively and not the worker's compensati laws of any other state. Player further agrees that any claim, filir petition or cause of action in any way relating to worker's compensation rights or benefits arising out of Player's employment with Cluincluding without limitation the applicability or enforceability of the Addendum F, shall be brought solely and exclusively with the couron or the Worker's Compensation Board (or such other tribunal or government entity with jurisdiction) of the State of		
Minor League Club that is not Club"), this addendum shall rema by Player against the signatory C	to another Major League Club or affiliated with Club (the "Assignee ain in effect for claims of injury filed lub below, but shall not apply to any the Assignee Club in respect of an assignment.	
Addendum F, Player acknowledg has consulted with the advisors o	Jniform Player Contract and/or this es that he has read this Addendum F, f his choice or had the opportunity to his Addendum F and enters into this and choice.	
Player's Name	Major League Club's Name	
Player's Signature	Major League Club Representative's Name/Position	
	Major League Club Representative's Signature	
Date	Date	

Player allesis i	nat uns Agree	ement has o	een signed in
	(City)	<u> </u>	
	(State)		
((Country)		

ADDENDUM G

As a material inducement for Club to employ Player's services, Player agrees that certain issues in regard to workers' compensation benefits are to be treated as follows:

- A. Any salary that Club pays to Player in lieu of worker's compensation indemnity benefits that exceeds the aggregate amount of any worker's compensation benefits due to Player, during the same period of time he received said salary, shall be applied as an advanced payment of future worker's compensation indemnity benefits.
- B. If Player files a worker's compensation claim in any jurisdiction (referred to as the First Jurisdiction) and receives an award of any type, then Club shall be entitled to claim credit for said award if Player either concurrently or subsequently files a claim in any other jurisdiction (referred to as a Subsequent Jurisdiction). The credit to which Club is entitled pursuant to this Addendum G shall be a dollar-for-dollar credit such that any award received in a Subsequent Jurisdiction shall be reduced by the exact dollar amount of any award in the First Jurisdiction. Further, the credit to which Club is entitled pursuant to this Addendum G shall apply to all benefits, including without limitation medical treatment paid for by Club. The payment of any sums allocated to close or buy out exposure toward future medical treatment or medical evaluations in the First Jurisdiction shall be applied as a credit toward the cost of any medical treatment or medical evaluations sought by Player in a Subsequent Jurisdiction such that the Club shall have no liability toward payment of medical treatment or medical evaluations in the Subsequent Jurisdiction until the credit from the First Jurisdiction has been fully applied. The credit to which Club is entitled pursuant to this Addendum G shall apply to any claim filed by Player in multiple jurisdictions in regard to injury to the same body part or parts, whether such claim is filed as a specific-dateof-iniury claim or as a cumulative-trauma-injury claim.
- C. With respect to expenses paid by worker's compensation insurance or other surgical, medical or hospitalization insurance policy, if Player uses a physician, dentist or other medical service

provider not designated by Club and incurs expenses greater than that which would have been incurred by using a Club-designated provider, then Player shall reimburse Club for the excess cost of such medical services. Club shall have the right to select any medical service provider other than a physician or dentist in the same manner in which Club has the right to select a physician or dentist pursuant to this Minor League Uniform Player Contract. Clubs' right to select the place of delivery of professional services pursuant to this Minor League Uniform Player Contract may include a Club facility or the facility of another club, if Club is on the road.

If any paragraph, provision, or term of this Addendum is to any extent invalid, illegal, or incapable of being enforced, such shall be excluded to the extent of such invalidity, illegality, or unenforceability however the remaining portion of this Addendum shall remain in full force and effect.

By signing this Minor League Uniform Player Contract and/or this Addendum G, Player acknowledges that he has read this Addendum G, has consulted with the advisors of his choice or had the opportunity to do so, understands the terms of this Addendum G and enters into this Addendum G of his own free will and choice.

Player's Name	Major League Club's Name
Player's Signature	Major League Club Representative's Name/Position
	Major League Club Representative's Signature
Date	Date
Player attests that this Agreement l	has been signed in:
(City)	_
(Country)	_

ADDENDUM H

As a material inducement for Club to employ Player's services, each of Player, and Player's parent (or legal guardian), if Player is under 21 years old, (collectively "Affiants") swears (or swear), under penalty of perjury, that:

- A. Each of Player's age and identity as stated in Addendum A of this Minor League Uniform Player Contract is totally accurate and correct;
- B. Neither Player nor any of Player's parents or legal guardians has provided money or other valuable consideration to any representative of Club in connection with the signing of this Minor League Uniform Player Contract;
- C. Neither Player nor any of Player's parents or legal guardians has received any money or valuable consideration from any Club employee for securing this Minor League Uniform Player Contract;
- D. The birth certificate, a copy of which is attached to this Addendum H and is hereby made an integral part of this Addendum H:
 - (i) corresponds to Player and the information contained therein in relation to Player is entirely authentic and accurate:
 - (ii) has been provided directly by Affiants to Club, and in addition, has been requested and obtained directly by said Affiants before the applicable government entity; and
 - (iii) has not suffered any alterations or damages that could have changed the original content of such birth certificate;
- E. Player has sufficient legal capacity to execute this Addendum H or the parent or legal guardian who signs this Addendum H jointly with Player holds the ability and sufficient capacity to act on Player's behalf, in accordance with all applicable laws; and
- F. Affiants have executed this Addendum H in full awareness of its content, by their free and own will, without the influence of anyone whosoever.

In the city of , st	ate or province of
country of , on the	ate or province of,day of the month of,
of the year	
Player's Name (print or type)	Name of Father-Mother-Guardian (circle one) (print or type)
Player's identity card (e.g., cedula, etc.) (if necessary under law of jurisdiction in which this document is notarized)	Father-Mother-Guardian's identity card No. (e.g., cedula, etc.) (if necessary under law of jurisdiction in which this document is notarized)
Player's Signature	Signature of Father-Mother- Guardian (circle one)
Date	Date
I, , Notary P	ublic for the ,
(Name of Notary)	ublic for the, (Jurisdiction of Notary) CERTIFY AND GIVE FAITH: that
Registration No, C	CERTIFY AND GIVE FAITH: that
the signature contained in this do	cument was placed before me freely
and voluntarily by	, who declared under oath
(Player N	
uses in all the acts of his life, bo	Addendum H is the same that he th public and private, in the city of ce of, country of the month of of the year
, on the day of	the month of of the year
Name of Notary Public (print	or type)
Signature of Notary Pub	lic

Seal of Notary Public (if necessary under law of jurisdiction in which this document is notarized)

LIFE INSURANCE NOTICE AND CONSENT FORM

- 1. Your Major League Affiliated Club ("Club") intends to insure your life under the League-wide Player Life Insurance Policy (or any replacement thereof) and League Disaster Insurance Policy (or any replacement thereof), as well as the Club-purchased insurance policy or policies, if any, whose maximum amount of insurance coverage is referenced in the fourth bullet point in paragraph 2 below (if included in this consent) (collectively the "Policy")." The purpose of the Policy is to offset amounts that your Club may pay under your Uniform Player Contract ("Player Contract") in the event of your death and/or to provide financial assistance to your Club, other affected Clubs or the Office of the Commissioner of Baseball for costs and damages to your Club, other affected Clubs or the Office of the Commissioner of Baseball that they may incur as a result of your death.
- 2. The maximum amount of life insurance coverage for which you may be insured under the Policy issued will be equal to the sum of:
 - Seven million dollars (\$7,000,000), of which a minimum of four million (\$4,000,000) will be provided to Club and up to an additional three million (\$3,000,000) to either Club, other affected Clubs or the Office of the Commissioner of Baseball;
 - The Minor League salary provided under your Player Contract, up to one million dollars (\$1,000,000); and (if applicable);
 - Seventy-five percent (75%) of the amount by which the Minor League salary provided under your Player Contract exceeds one million dollars (\$1,000,000), all of which will be provided to your Club
 - And [Amount], all of which will be provided to your Club.

In no event will the amount for which your life is insured under the Policy ever exceed a maximum limit of [thirty seven million dollars (\$37,000,000)]. The amount of coverage that your Club purchases under the Policy may be reduced under certain circumstances in order to reflect (if applicable) other insurance coverage on your life. The amount of insurance coverage that your Club purchases under the Policy may decrease over time as the amount owed under your Player Contract is paid to you.

- 3. Your Club may purchase insurance coverage on you under the Policy before you and your Club sign your Player Contract. Your Club will do so only when and if there is an agreement in principle with you as to the terms of your Player Contract and such terms have been reported to, and confirmed by, the Office of the Commissioner of Baseball and the Major League Baseball Players Association.
- 4. The Policy may be in effect for the length of your Player Contract and may be in effect for periods that extend beyond the length of your Player Contract, including for periods after your employment with Club has terminated. Each time you enter into a new or revised Player Contract, a new Policy may be purchased and you may be asked to sign a new consent form.
- 5. Your Club, other affected Clubs or the Office of the Commissioner of Baseball will be the beneficiaries of any life insurance proceeds payable under the Policy in the event of your death.

Consent of Employee for Life Insurance Coverage

By signing below, I agree to, consent to, and understand the following:

- A. I may be insured under the Policy up to a maximum face amount equal to the sum of:
 - Seven million dollars (\$7,000,000) of which a minimum of four million (\$4,000,000) will be provided to my Club and up to an additional three million (\$3,000,000) to either my Club, other affected Clubs or the Office of the Commissioner of Baseball;
 - The Minor League salary provided under my Player Contract, up to one million dollars (\$1,000,000); and (if applicable)
 - Seventy-five percent (75%) of the amount by which the Minor League salary provided under my Player Contract exceeds one million dollars (\$1,000,000) all of which will provided to my Club
 - And [Amount], all of which will be provided to my Club.
- B. The amount for which my life is insured under the Policy will never exceed a maximum limit of [thirty seven million dollars (\$37,000,000)]. The amount of coverage may be reduced under

certain circumstances in order to reflect (if applicable) other insurance coverage on my life. The amount of insurance coverage may decrease over time as the amount owed under my Player Contract is paid to me.

- C. My Club (or a Trust established by my Club and other Major League Baseball clubs, the Office of the Commissioner of Baseball or a combination of Clubs) will be the owner of the Policy. My Club will be the beneficiary and, in an amount not exceeding three million dollars (\$3,000,000), other affected Clubs and the Office of the Commissioner of Baseball may also be beneficiaries of the Policy.
- D. The Policy may be in effect for the length of my Player Contract and may be in effect for periods that extend beyond the length of my Player Contract, including for periods after my employment with Club has terminated. Each time I enter into a new or revised Player Contract, a new Policy may be purchased and I may be asked to sign a new consent form.
- E. Neither my heirs nor I will receive any rights or benefits, including the payment of a death benefit, under the Policy. The death benefit under the Policy will be payable to my Club, or, in an amount not exceeding three million dollars (\$3,000,000), may be payable to other affected Clubs or the Office of the Commissioner of Baseball. This consent has no effect on any other life insurance policies I hold or that any other person holds on my life.

Proposed Insured (please complete)

Name (First, Middle Initial, Last):		
Date of Birth:		
(Home address: street/c	ity/state/zip)	
Signature of Insured	Print Name of Insured –	Date

EXECUTION OF THIS CONTRACT

By affixing their signatures below, Player and Club indicate their understanding of, and agreement to, all of the provisions of this Minor League Uniform Player Contract, addenda, and any other attachments.

CLUB DATE AND SIGN HERE

AS TO CLUB:	
Date Date (Write Out Month)	By:Authorized Club Representative's Signature
	Title:
PLAYER DATE AND SIGN HER AS TO PLAYER:	EE.
Date Date (Write Out Month)	Player's Signature
Date (Write Out Month)	1 layer's Signature
PLAYER ATTESTS THAT THE SIGNED IN:	HIS AGREEMENT HAS BEEN
	(City)
	(State)
	(Country)

PARENTS OR GUARDIAN CONSENT

Irrevocable consent is given to the performance and execution of this Minor League Uniform Player Contract (including all Addenda and attachments) by the minor Player party hereto. Such consent shall be effective as to all provisions, including (but not limited to) any assignment, loan, lease or direction to perform under Paragraph 16 hereof, and any compensation and any restrictions thereon that are hereinafter negotiated or set by the Club pursuant to Paragraph 6 hereof. Consent is irrevocably given for the duration of this contract to the payment of all earnings, bonuses and other consideration personally to the minor Player party. Player's parents or guardian further agree to hold Club harmless for any injury suffered by Player during the term of this Minor League Uniform Contract. These consents and promise to hold harmless are expressly given as an inducement to enter into this contract.

Date	Signature of Father-Mother-Guardian (circle one)
Date	Signature of Father-Mother-Guardian (circle one)
Date	Date
FOR COMMISSIONER'S OFFICE	CE USE
Approved and recorded:	Date:

APPENDIX B

State	Wage and Hour Laws
Alaska	Dep't of Labor and Workforce Development Administration, Records (Alaska Stat. Ann. §§ 23.05.080 – 23.05.100); Wage Claims (Alaska Stat. Ann. §§ 23.05.140 – 23.05.190); Payment of Wages (Alaska Stat. Ann. §§ 23.10.040 – 23.10.047); Alaska Wage and Hour Act (Alaska Stat. Ann. §§ 23.10.050 – 23.10.150); Alaska Wages and Hours (Alaska Admin. Code tit. 8 §§ 15.100, 15.102, 15.104, 15.140, 15.16515.900, 15.908).
American Samoa	General Provisions (A.S.C.A §§ 32.0301 – 32.0311); Minimum Hours and Wages (A.S.C.A §§ 32.0320, 32.0321, 32.0323); Payment of Wages (A.S.C.A §§ 32.0330 – 32.0333); Civil and Criminal Penalties (A.S.C.A §§ 32.0340 – 32.0351).
Arizona	Payment of Wages (Ariz. Rev. Stat. §§ 23-350 – 23-355, 23-361 – 23-362); Employer recordkeeping (Ariz. Rev. Stat. § 23-427); Arizona Minimum Wage and Earned Paid Sick Time Practice and Procedure (Ariz. Admin. Code R20-5-1201 – R20-5-1210).
Arkansas	Minimum Wage Law (Ark. Code Ann. §§ 11-4-201 – 11-4-2011, 11-4-213 – 11-4-214, 11-4-216 – 11-4-221); Payment of Wages (Ark. Code Ann. §§ 11-4-401 – 11-4-405); Administrative Rules Regarding the Arkansas Minimum Wage Act (Code Ark. R. 235.01.100 – 235.01.102, 235.01.105 – 235.01.113).

California	Chapter 1 of Division 2, Part 1 of the Labor Code (§§ 200 – 249); Chapter 1 of Division 2, Part 2 of the Labor Code (§§ 500 – 558.1); Chapter 1 of Division 1, Part 4 of the Labor Code (§§ 1171 – 1207); Division 2, Part 13 of the Labor Code, also known as the Private Attorneys General Act of 2004 (§§ 2698 – 2699.5); Articles 1 – 1.5 of Division 3, Chapter 2 of the Labor Code (§§ 2750 – 2787); Articles 2 and 3 of Division 3, Chapter 2 of the Labor Code (§§ 2800.2 – 2810.3, 2810.5 – 2810.8, 2814 – 2866); Article 4 of Division 3, Chapter 2 of the Labor Code (§§ 2928 – 2929); any Wage Order relating to or affecting wage payments promulgated by the California Industrial Welfare Commission.
Colorado	Wage Act (Colo. Rev. Stat. §§ 8-4-101 – 8-4-103, 8-4-105 – 8-4-110, 8-4-114, 8-4-120 – 8-4-123); Minimum Wage (Co. Const. Art. 18 § 15); Colorado Overtime and Minimum Pay Standards Order (Comps Order) #38 (7 CCR 1103-1:1 – 1103-1:8).
Connecticut	Minimum Wages (Conn. Gen. Stat. §§ 31-58, 31-60, 31-66 – 31-68, 31-69 – 31-69b); Wages, General Provisions (Conn. Gen. Stat. §§ 31-70 – 31-71k, 31-72 – 31-76g, 31-76j – 31-76o); Hours of Labor (Conn. Gen. Stat. §§ 31-13a – 31-13b, 31-15 – 31-15a, 31-21).
Delaware	Minimum Wage (Del. Code Ann. tit. 19 §§ 901 – 905, 907 – 914); Meal Breaks (Del. Code Ann. tit. 19 § 707); Wage Payment and Collection (Del. Code Ann. tit. 19 §§ 1101 – 1115); Wage Payment and Collection Act—Payroll Debit Cards (Code Del. Regs. 1324 – 1324-2.0); Rules Relating to Exemptions from Meal Break Requirement (Code Del. Regs. 1327-1.0 – 1327-3.0); Rules

	Regulating Deductions from Wages for Wage Payment and Collection (Code Del. Regs. 1328-1.0 – 1328-6.0).
Washington, D.C.	Minimum Wages (D.C. Code §§ 32-1001 – 32-1003, 32-1007.01 – 32-1008, 32-1009, 32-1010 – 32-1015); Wages and Workplace Fund (D.C. Code §§ 32-1301 – 32-1308, 32-1310 – 32-1312).
Florida	Terms and Conditions of Employment (Fla. Stat. §§ 448.01, 448.08, 448.101, 448.109 – 448.110).
Georgia	Minimum Wage Law (Ga. Code Ann. §§ 34-4-1 – 34-4-6); Wages Generally (Ga. Code Ann. §§ 34-7-1 – 34-7-5); Duty of employers to furnish information; keeping of records (Ga. Code Ann. § 34-2-11; Ga. Comp. R. & Regs. 300-2-601); Requirements for Employees and Employers (Ga. Comp. R. & Regs. 300-2-701, 300-2-706, 300-2-713, 300-2-715).
Guam	Minimum Wage and Hour Act of Guam (22 G.C.A. §§ 3101 – 3113, 3115 – 3121); Fair Labor Standards (22 G.C.A. §§ 3201 – 3223); Right to Work (22 G.C.A. § 4107); Minimum Wage and Hour Regulations (17 GU ADC 4101, 4104 – 4109).
Hawaii	Wage and Hour Law (Haw. Rev. Stat. §§ 387-1 – 387-8, 387-10 – 387-13); Wages and Other Compensation, Payment of (Haw. Rev. Stat. §§ 388-1 – 388-13, 388-41 – 388-52); Administration and Enforcement of the Wage and Hour Law: Record keeping requirements (Haw. Code R. § 12-20-8).
Idaho	Minimum Wage Law (Idaho Code Ann. §§ 44-1501 – 44-1503, 44-1505, 44-1507 – 44-

	1509); Claims for Wages (Idaho Code Ann. §§ 45-601 – 45-615); Idaho Hours Worked Act (Idaho Code Ann. §§ 44-1201 – 44-1204).
Illinois	Minimum Wage Law (820 III. Comp. Stat. 105/1 – 105/5, 105/7 – 105/15); Illinois Wage Payment and Collection Act (820 III. Comp. Stat. 115/1 – 115/13, 115/14 – 115/15); One Day Rest in Seven Act (820 III. Comp. Stat. 140/1 – 140/9); Ill. Admin. Code tit. 56 § 210.110.
Indiana	Minimum Wage (Ind. Code Ann. §§ 22-2-2-1 – 22-2-2-13); Regulation of Wage Payments (Ind. Code §§ 22-2-4-1 – 22-2-4-4, 22-2-4-6); Frequency of Wage Payments (Ind. Code §§ 22-2-5-0.3 – 22-2-5-2); Wage Deductions (Ind. Code §§ 22-2-6-1 – 22-2-6-4); Wage Claims (Ind. Code §§ 22-2-9-1 – 22-2-9-7); Employee Breaks (Ind. Code §§ 22-2-14-1 – 22-2-14-2); Deduction from Wage Payments (Ind. Code §§ 22-2-8-1, 22-2-8-3).
Iowa	Wage Payment Collection (Iowa Code §§ 91a.1 – 91a.15; Iowa Admin. Code r. 875-35.1(91a) – 875-35.1(91a)); Personnel Information (Iowa Code §§ 91B.1 – 91B.2); Minimum Wage (Iowa Code § 91d.1); Minimum Wage (Iowa Admin. Code r. 875-215.1(91D) – 875-215.3(91D), 875-215.5(91D) – 875-220.226(91d)); Civil Penalties (Iowa Admin. Code r. 875-34.1(91a) – 875-34.6(91a)).
Kansas	Payment of Compensation (Kan. Stat. §§ 44-312 – 44-316, 44-318 – 44-321, 44-325); Wage Payments and Procedures for Enforcement (Kan. Admin. Regs. 49-20-1); Minimum Wage and Maximum Hours (Kan.

	Stat. §§ 44-1201 – 44-1213; Kan. Admin. Regs. 49-30-1 – 49-30-3, 49-31-6 – 49-31-7, 41-31-9).
Kentucky	Rights of Employees (Ky. Rev. Stat. § 336.700); Wages and Hours (Ky. Rev. Stat. § 337.010, 337.020, 337.055 – 337.075, 337.275, 337.295, 337.310, 337.320, 337.325, 337.340, 337.345, 337.355, 337.365, 337.385, 337.395, 337.405; 803 Ky. Admin. Regs. 1:006, 1:061, 1:067, 1:068, 1.081).
Louisiana	Wage Payment Requirements (La. Stat. Ann. §§ 23:631 – 23:632, 23:634 – 23:636, 23:638 – 23:640, 23:642); Chapter 9 Miscellaneous Provisions (La. Stat. Ann. § 23:897); Employers to furnish information; keeping of records (La. Stat. Ann. § 23:14).
Maine	Wages and Medium of Payment (Me. Rev. Stat. Ann. tit. 26 §§ 621-A – 623, 625 – 627, 629 – 632, 634 – 635, 639); Minimum Wage (Me. Rev. Stat. Ann. tit. 26 §§ 661, 663 – 666, 670 – 673); Hours of Employment (Me. Rev. Stat. Ann. tit. 26 §§ 601 – 603); Bureau to Furnish Poster or Notice Outlining State Labor Laws (Me. Rev. Stat. Ann. tit. 26 § 42-B).
Maryland	Wages and Hours (Md. Code Ann., Lab. & Empl. §§ 3-401 – 3-415, 3-418, 3-420, 3-423 – 3-431); Wage Payment and Collection (Md. Code Ann., Lab. & Empl. §§ 3-501 – 3-505, 3-507.2 – 3-508); Lien for Unpaid Wages (Md. Code Ann., Lab. & Empl. §§ 3-1101 – 3-1108, 3-1110); Chapter 41 Wage and Hour Law (Md. Code Regs. §§ 09.12.41.10, 09.12.41.14, 09.12.41.19, 09.12.41.23).

Massachusetts	Minimum Fair Wages (Mass. Gen. Laws ch. 151 §§ 1 – 2, 7, 10, 14 – 16, 19 – 21); Hours of Work Without Interval for Meal (Mass. Gen. Laws ch. 149 § 100); Labor and Industries (Mass. Gen. Laws ch. 149 §§ 148 – 148B, 150A, 150C); Penalties for violations of certain sections by employers, contractors, subcontractors or their employees (Mass. Gen. Laws Ann. ch. 149 § 27C); Complaint for Violation of Certain Sections (Mass. Gen. Laws Ann. ch. 149 § 150); Chapter 27.00: Minimum Wage (454 Mass. Code Regs. 27.01 – 27.09).
Michigan	Payment of Wages and Fringe Benefits (Mich. Comp. Laws §§ 408.471 – 408.480, 408.482, 408.483a – 408.486); Workforce Opportunity Wage Act (Mich. Comp. Laws Ann. §§ 408.411 – 408.414b, 408.416 – 408.417, 408.419 – 408.422); Improved Workforce Opportunity Wage Act (Mich. Comp. Laws §§ 408.931 – 408.934b, 408.936 – 408.937, 408.939 – 408.942, 408.945); Overtime Compensation (Mich. Admin. Code R §§ 408.721 – 408.723); Payment of Wages and Fringe Benefits (Mich. Admin. Code R §§ 408.9002, 408.9005, 408.9007, 408.9012, 408.9033, 408.9035, 408.9036); Wage and Hour Division General Provisions (Mich. Admin. Code R §§ 408.701 – 408.702).
Minnesota	Minnesota Fair Labors Standards Act (Minn. Stat. §§ 177.21 – 177.25, 177.253 – 177.255, 177.27 – 177.29, 177.30 – 177.32, 177.35); Payment of Wages (Minn. Stat. §§ 181.02 – 181.06, 181.07, 181.09, 181.10, 181.11, 181.13 – 181.165, 181.171 – 181.172, 181.1721); Wage Deductions (Minn. Stat. § 181.79); Chapter 5200, Wages and Labor

	(Minn. R. §§ 5200.0030, 5200.0040, 5200.0060 – 5200.0070, 5200.0090 – 5200.0120, 5200.0130 – 5200.0170, 5200.0211, 5200.0221).
Missouri	Minimum Wage Law (Mo. Rev. Stat. §§ 290.500 – 290.505, 290.520 – 290.530); Wages, Hours, and Dismissal Rights (Mo. Rev. Stat. §§ 290.080, 290.100 – 290.120); Minimum Wage and Overtime Rules (Mo. Code Regs. Ann. tit. 8 §§ 30-4.010, 30-4.020, 30-4.050).
Montana	Minimum Wage and Overtime Compensation (Mont. Code Ann. §§ 39-3-401 – 39-3-405, 39-3-407 – 39-3-409); General Provisions (Mont. Code Ann. §§ 39-3-101 – 39-3-103); Payment of Wages (Mont. Code Ann. §§ 39-3-201 – 39-3-208, 39-3-214).
Nebraska	Wage Payment and Collection (Neb. Rev. Stat. §§ 48-1228 – 48-1230, 48-1231 – 48-1232, 48-1235); Minimum Wages (Neb. Rev. St. §§ 48-1201 – 48-1203, 48-1205 – 48-1209).
Nevada	Payment of Minimum Compensation to Employees (Nev. Const. art. 15 § 16); General Provisions (Nev. Rev. Stat. Ann. §§ 608.005, 608.007, 608.0010 – 608.0155); Payment and Collection of Wages and Other Benefits (Nev. Rev. Stat. Ann. §§ 608.016, 608.018, 608.019 – 608.195, 608.020); Chapter 608 Compensation, Wages and Hours (Nev. Admin. Code §§ 608.020 – 608.140, 608.154 – 608.155, 608.1577 – 608.1585, 608.165 – 608.195, 608.250 – 608.270, 608.290, 608.400, 608.410).
New Hampshire	New Hampshire Minimum Wage Law (N.H. Rev. Stat. Ann. §§ 279:1, 279:15, 279:21 –

	279:22-AA, 279:27 – 279:29); Payment of Wages (N.H. Rev. Stat. Ann. §§ 275:42 – 275.45, 275.47 – 275.55); Day's Work; Days of Rest (N.H. Rev. Stat. Ann. §§ 275:30 – 275:35); Chapter Lab 800. Payment of Wages and Requirements of Employers (N.H. Code Admin. R. Lab §§ 802.01 – 802.02, 802.05, 802.08, 802.10 803.01 – 803.05).
New Jersey	Article 1. Regulation in General (N.J. Stat. Ann. §§ 34:11-4.1 – 34:11-4.8, 34:11-4.10 – 34:11-4.14); Minimum Wage Standard (N.J. Stat. Ann. §§ 34:11-56a, 34:11-56a1, 34:11-56a3, 34:11-56a4, 34:11-56a4.2 – 34:11-56a24, 34:11-56a26, 34:11-56a28, 34:11-56a25, 34:11-56a36, 34:11-56a38); Posting of Obligation to Maintain and Report Records for Employers Subject to State Wage; benefit and tax laws; violations and penalties (N.J. Stat. Ann. § 34:1A-1.14); Wage Collection Division (N.J. Stat. Ann. §§ 34:11-57, 34:11-58.1, 34:11-58.3, 34:11-58.6, 34:11-62, 34:11-65 – 34:11-67, 34:11-67.2); Wage and Hour (N.J. Admin. Code §§ 12:56-1.1, 12:56-1.2, 12:56-1.7 – 12:56-3.1, 12:56-4.1 – 12:56:4.5, 12:56:4.9 – 12:56-5.2, 12.56-5.4 – 12.56-5.6, 15:56-6.1 – 12:56-6.7).
New Mexico	Payment of Wages (N.M. Stat. Ann. §§ 50-4-1 - 50-4-7, 50-4-9, 50-4-10, 50-4-14 - 50-4-22.1, 50-4-25 - 50-4-30, 50-4-32).
New York	Minimum Wage Act (N.Y. Lab. Law §§ 650 – 652, 661 – 663, 665); Payment of Wages (N.Y. Lab. Law §§ 190 – 191-a, 192 – 195, 197 – 198D, 199 – 199-a); Hours of Labor (N.Y. Lab. Law §§ 160 – 162); New York Commissioner of Labor's wage orders; Minimum Wage Orders (N.Y. Comp. Codes

	R. & Regs. tit. 12 §§ 142-2.1 – 142-2.2, 142-2.5 – 142-2.10, 142-2.13 – 142-2.20, 142-2.22); Deductions from Wages (N.Y. Comp. Codes R. & Regs. tit. 12 §§ 192-1.1 – 192-2.3, 195-1 – 195-5.3).
North Carolina	Wage and Hour Act (N.C. Gen. Stat. Ann. §§ 95-25.1 – 95-25.4, 95-25.6 – 95-25.9, 95-25.11 – 95-25.15, 95-25.19, 95-25.22, 95-25.23A, 95-25.24, 95-25.25); Wage and Hour (13 N.C. Admin. Code §§ 12.0103, 12.0301, 12.0302, 12.0304 – 12.0310, 12.0701 – 12.0807).
North Dakota	Minimum Wages and Hours (N.D. Cent. Code Ann. §§ 34-06-01, 34-06-04.1, 34-06-07, 34-06-18, 34-06-19, 34-06-22 – 34-06-23); Wage Collection (N.D. Cent. Code Ann. §§ 34-14-01 – 34-14-04.1, 34-14-07, 34-14-7.1, 34-14-09 – 34-14-10); North Dakota Minimum Wage and Work Conditions Order (N.D. Admin. Code §§ 46-02-07-01, 46-02-07-02).
Ohio	Minimum Fair Wage Standards Act (Ohio Rev. Code Ann. §§ 4111.01 – 4111.04, 4111.08 – 4111.10, 4111.99); Miscellaneous Labor Provisions (Ohio Rev. Code Ann. §§ 4113.01 – 4113.02, 4113.15 – 4113.16, 4113.99); Fair Minimum Wage under the Ohio Constitution (Ohio Const. art. II § 34a).
Oklahoma	Minimum Wage Act (Okla. Stat. tit. 40 §§ 197.1 – 197.10, 197.12-197.15); Protection of Labor (Okla. Stat. tit. 40 §§ 165.1 – 165.9, 165.11); Standards for Workplace Drug and Alcohol Testing Act (Okla. Stat. tit. 40 § 556); Protection of Labor (Okla. Admin. Code §§ 380:30-1-1 – 380:30-5-12).

Oregon	Hours of Labor (Or. Rev. Stat. §§ 652.010, 652.100); Payment and Collection of Wages Generally (Or. Rev. Stat. §§ 652.110 – 652.125, 652.140, 652.150 – 652.240); Enforcement of Wage Claims (Or. Rev. Stat. §§ 652.310 – 652.333, 652.340 – 652.445); Statements Relating to Employee's Salary and Deductions (Or. Rev. Stat. §§ 652.610 – 652.620); Fees or Deductions for Medical Care (Or. Rev. Stat. §§ 652.710 – 652.720); Personnel Records (Or. Rev. Stat. §§ 652.750 – 652.753); Minimum Wages; Employment Conditions (Or. Rev. Stat. §§ 653.010 – 653.017, 653.025, 653.030, 653.035, 654.040 – 653.060, 653.261); Penalties (Or. Rev. Stat. § 653.991); Meal and Rest Periods (Or. Admin. R. 839-020-0050); Rules Regulating Minimum Wage, Overtime and Working Conditions (Or. Admin. R. 839-020-0000 – 839-020-1020).
Pennsylvania	Minimum Wage Act of 1968 (43 Pa. Stat. §§ 333.101 – 333.104, 333.106 – 333.109, 333.111 – 333.115); Payment Generally (43 Pa. Stat. §§ 251 – 253); Wage Payment and Collection Law (43 Pa. Stat. §§ 260.1 – 260.4, 260.5 – 260.8, 260.9a – 260.10, 260.11a—260.45; 34 Pa. Code §§ 9.1 – 9.3); Assignment of Wages (43 Pa. Stat. §§ 271 – 274); Discharge (43 Pa. Stat. §§ 291 – 292); Inspection of Employment Records Law (43 Pa. Stat. Ann. §§ 1321 – 1324); Minimum Wage (34 Pa. Code §§ 231.1, 231.11 – 231.12, 231.21 – 231.22, 231.31, 231.35 – 231.43, 213.101a).
Puerto Rico	Chapter 9 Payment of Wages (P.R. Laws Ann. tit. 29 §§ 171 – 179, 193 – 194b); Chapter 11A Puerto Rico Minimum Wage,

	Vacation and Sick Leave Act (P.R. Laws Ann. tit. 29 §§ 250b – 250e, 250g – 250j); Puerto Rico Minimum Wage Act (P.R. Laws Ann. tit. 29 §§ 261 – 264); Chapter 13 Working Hours and Days (P.R. Laws Ann. tit. 29 §§ 271 – 276; 281 – 290; 295 – 299).
Rhode Island	Rhode Island Minimum Wage Act (R.I. Gen. Laws §§ 28-12-1 – 28-12-3, 28-12-3.2, 28-12-4.1, 28-12-4.2, 28-12-4.4, 28-12-6 – 28-12-8, 28-12-11 – 28-12-25); Payment of Wages (R.I. Gen. Laws §§ 28-14-1 – 28-14-6.1, 28-14-8 – 28-14-17.1, 28-14-18.3 – 28-14-31); Assignment of Future Wages (R.I. Gen. Laws §§ 28-12-1 – 28-15-9); Holidays and Days of Special Observance (25 R.I. Gen. Laws §§ 25-1-1 – 25-3-11); Maximum continuous employment without mealtime (28 R.I. Gen. Laws § 28-3-14); Payment of Wages, Employer Exemptions from Weekly Pay, and Exemptions for Work on Holidays and Sundays (260 R.I. Code R. 30-05-2.1 – 30-05-2.6).
South Carolina	Payment of Wages (S.C. Code §§ 41-10-10 – 41-10-110).
South Dakota	Nature and Terms of Employment (S.D. Codified Laws §§ 60-1-1 – 60-1-6); Obligations of Employer and Employee (S.D. Codified Laws §§ 60-2-1 – 60-2-3; 60-2-18); Wages, Hours, and Conditions of Employment (S.D. Codified Laws §§ 60-11-3, 60-11-3.2, 60-11-4 – 60-11-4.1, 60-11-7 – 60-11-24); Wage Collection (S.D. Admin. R. 47:04:01:01, 47:04:01:06).
Tennessee	Wage Regulations (Tenn. Code §§ 50-2-103 – 50-2-105, 50-2-110 – 50-2-111, 50-2-113 – 50-2-114).

Texas	Texas Labor Code Chapter 61 Payment of Wages (§§ 61.001 – 61.095); Texas Labor Code Chapter 62 Minimum Wage (§§ 62.001 – 62.051, 62.053 – 62.054, 63.151, 62.201 – 62.205); Texas Labor Code Chapter 63 Action on Assignment of Wages (§§ 63.001 – 63.002); Texas Payday Rules (40 Tex. Admin. Code §§ 821.1 – 821.81).
Utah	Payment of Wages (Utah Code Ann. §§ 34-28-2-34-28-19); Utah Minimum Wage Act (Utah Code Ann. §§ 34-40-101 – 34-40-103, 34-40-105 – 34-40-205); Attorneys' Fees in Suits for Wages (Utah Code Ann. § 34-40-27-1); Rule R610-1 Minimum Wage, Clarify Tip Credit, and Enforcement (R610-1-1 – R610-1-3, R610-1-5 –R610-1-8); Rule R610-3 Filing, Investigation, and Resolution of Wage Claims (R610-3-1 – R610-3-22).
Vermont	Conditions of Employment (Vt. Stat. tit. 21 §§ 301 – 302, 304 – 305); Wage and Medium of Payment (Vt. Stat. tit. 21 §§ 341 – 342a, 343 – 348); Minimum Wages (Vt. Stat. tit. 21 §§ 381 – 387, 393 – 397); Penalties and enforcement (Vt. Stat. tit. 21 § 495b); Vermont Minimum Wage Rules (Vt. ADC §§ 13-1-101:1 – 13-1-101:13).
Virginia	Misclassification of workers (Va. Code § 40.1-28.7:7); Virginia Minimum Wage Act (Va. Code §§ 40.1-28.8 – 40.1-28.12); Pay; Assignment of Wages; Sale of Merchandise to Employees (Va. Code §§ 40.1-29 – 40.29.3, 40.31 – 40.1-33.2); Employment Evidence (Va. Code § 8.01-413.1).
Virgin Islands	Fair Labor Standards (VI Stat. tit. 24 §§ 1 – 11, 14 – 23; 24 VI ADC §§ 7 -1 – 7-91; 24

	VI ADC §§ 21-1 – 21-10); Personnel Records (VI Stat. tit. 24 §§ 421 – 422).
Washington	Washington Industrial Welfare Act (Wash. Rev. Code §§ 49.12.005 – 49.12.105, 49.12.140 – 49.12.170, 49.12.240 – 49.12.260); Hours of Labor (Wash. Rev. Code §§ 49.28.010 – 49.28.060); Washington Minimum Wage Act (Wash. Rev. Code §§ 49.46.005 – 49.46.040, 49.46.070 – 49.46.170); Wages-Payment-Collection (Wash. Rev. Code §§ 49.48.010 – 49.48.0075, 49.48.0075 – 49.48.125, 49.48.210 – 49.48.900); Wages-Deductions-Contributions-Rebates (Wash. Rev. Code §§ 49.52.010 – 49.52.090); Standards of Labor for the Protection of the Safety, Health and Welfare of Employees for All Occupations Subject to Chapter 49.12 Rcw (296-126-001, 296-126-002, 296-126-023 – 296-126-204, 296-126-214 – 296-126-216, 296-126-222 – 296-126-226); Minimum Wages (Wash. Admin. Code §§ 296-128-010, 296-128-011, 296-128-015 – 296-128-035, 296-128-550 – 296-128-560, 296-128-770 – 296-128-810, 296-128-830 – 296-128-860).
West Virginia	Meal breaks (W. Va. Code § 21-3-10a); Minimum Wage and Maximum Hours Standards (W. Va. Code §§ 21-5c-1 – 21-5c- 11); Wage Payment and Collection (W. Va. Code §§ 21-5-1 – 21-5-7, 21-5-9 – 21-5-18; W. Va. Code R. 42-5-1 – 42-5-10); West Virginia Employment Law Worker Classification Act (W. Va. Code §§ 21-5i-1 – 21-5i-6); Minimum Wages, Maximum Hours, and Overtime Compensation (W. Va. Code R. 42-8-1 – 42-8-7, 42-8-9 – 42-8-14).

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Wisconsin	Employment Regulations (Wis. Stat. §§ 103.001, 103.01 – 103.03, 103.13, 103.45 – 103.457, 103.85); Minimum Wage Law (Wis. Stat. §§ 104.001 – 104.006, 104.010 – 104.12); Wage Payments, Claims and Collections (Wis. Stat. §§ 109.01 – 109.11); Minimum Wages (Wis. Admin. Code DWD §§ 272.001 – 272.004, 272.10 – 272.14); Hours of Work and Overtime (Wis. Admin. Code DWD §§ 274.01 –274.03, 274.045, 274.05 – 274.07); One Day of Rest in Seven (Wis. Admin Code DWD § 275.01).
Wyoming	Wages (Wyo. Stat. §§ 27-4-101, 27-4-103 – 27-4-116); Minimum Wages (Wyo. Stat. §§ 27-4-201 – 27-4-204); Collection of Unpaid Wages (Wyo. Stat. §§ 27-4-501 – 27-4-508); Wage Offset Rules (Wyo. Admin. Code 053.0024.1 § 6).