



COLLECTIVE BARGAINING AGREEMENT

July 1, 2013 – June 30, 2018

Sixth Agreement

**SIXTH
COLLECTIVE BARGAINING AGREEMENT**

between

ECHL Inc.

and

**PROFESSIONAL HOCKEY
PLAYERS' ASSOCIATION**

July 1, 2013 – June 30, 2018

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PREAMBLE

THIS SIXTH COLLECTIVE BARGAINING AGREEMENT has been collectively bargained and is made effective on the 1st day of July 2013 by and between ECHL Inc., a nonprofit corporation, and the Professional Hockey Players' Association, a nonprofit organization.

WHEREAS, the PHPA has officially been recognized and accepted by the ECHL as the exclusive collective bargaining agent for the Players of the Members of the ECHL; and

WHEREAS, the PHPA officially recognizes the ECHL as the collective bargaining agent for the Members; and

WHEREAS, the parties desire to enter into an agreement setting forth the respective rights, benefits, and obligations of the Players, and otherwise setting forth the terms and conditions of the agreement between the ECHL, its Members, the Players, and the PHPA.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

ARTICLE I: DEFINITIONS

As used in this CBA, the following terms shall mean:

1. **“Active Roster”** shall mean a maximum of twenty (20) Players who have executed an SPC or have been assigned or loaned to the Member by an NHL/AHL team. Notwithstanding the limitation of Players stated above, for the first thirty (30) days following the commencement of the Season, the Active Roster shall mean a maximum of twenty-one (21) Players.
2. **“Addendum”** shall mean the written terms and conditions of employment attached to and made a part of the SPC.
3. **“Approved Applicant”** shall mean an applicant for Membership in the League that has been approved by the Board of Governors but has not played a game in the League.
4. **“Athletic Trainer”** shall mean an individual certified by the National Athletic Trainers' Association Board of Certification (“NATABOC”). This individual shall meet continuing education requirements and maintain certification with the NATABOC. Each Member shall forward evidence of the certification of the Athletic Trainer by the NATABOC to the PHPA on or before September 15 of each Season during the Term.
5. **“Benefits”** shall mean the following:
 - a. Off-ice insurance as provided by the Health and Welfare Trust;
 - b. Per diems, as provided herein;
 - c. Moving and travel expenses;
 - d. Dental coverage as provided in Article XI, Section 3;
 - e. Playoff Pool as provided for in Article VII, Section 4;
 - f. Payments to Players on a Member's Injured Reserve List;
 - g. The cost or value of lodging provided to a Player; and
 - h. Any severance payments made pursuant to Article VII, Section 9.

6. **“CBA”** shall mean this Sixth Collective Bargaining Agreement dated July 1, 2013 through June 30, 2018.
7. **“Check-off”** shall mean that each Member responsible for payroll will check-off the initiation fee, daily dues, and any other amounts that the PHPA represents in writing to the League and the Members. Each Member shall be entitled to rely on the PHPA notice until the League and Member’s receipt of a written modification from the PHPA.
8. **“Commissioner”** shall mean the Commissioner of the ECHL.
9. **“Coverage Period”** shall mean the period commencing on the first day of the Regular Season and concluding on June 30 at 11:59 P.M. Local Time in addition to the period of time for each Player who has qualified for those Benefits which, by their specific terms, continue for so long as there is a Benefit entitlement.
10. **“Date of Suspension of Business of a Member”** shall mean a Member who suspends operation for any reason during the Term as of a specific date determined and published by the League.
11. **“Deadline”** shall mean 5 P.M. Eastern Time on the forty-fifth (45th) day of any Member-imposed suspension of a Player.
12. **“Domicile”** shall mean the location last reported in writing by the Player to the Member.
13. **“Due Date”** shall mean the date for submission of payment to the PHPA by each Member for amounts voluntarily deducted from the Player’s Salary on or before the twentieth (20th) day of each month for the preceding statement period.
14. **“ECHL”** shall mean ECHL Inc., a nonprofit corporation that may also be referred to herein as the **“League”**, including the corporate, business, and administrative offices of ECHL Inc. under the authority, control, and direction of the Commissioner.
15. **“ECHL Affiliate Payment Schedule”** shall mean the schedule detailed in the League Agreements that provides for the reimbursement of all NHL/AHL contracted Players assigned or loaned to the Member.
16. **“End of the Season”** shall mean the following: (a) if a Member fails to qualify for the Playoffs, the conclusion of the Season for that Member shall be the last regularly scheduled ECHL game and shall include one (1) additional day if the Member is flying home the day after the last regularly scheduled game; or (b) if a Member qualifies for the Playoffs, the conclusion of the Season for that Member shall be the last Playoff game in which the Member participates and shall include one (1) additional day if the Member is flying home the day after the last Playoff game.
17. **“Executive Director”** shall mean the Executive Director of the PHPA.
18. **“Home Territory”** shall mean with respect to any Member or Approved Applicant, the area within a fifty (50) mile radius of that Member’s Home Arena or an Approved Applicant’s Home Arena.
19. **“Injured Reserve”** shall mean those Players unable to play because of injury but who continue to be paid a Salary by the Member pursuant to the SPC. The number of slots for

Injured Reserve Players for each Member is specified in the Rules for each Season. A form shall be filed with the League signed by the coach or general manager, athletic trainer and/or doctor, where applicable, and the Player, identifying the Player as on Injured Reserve. A copy of this form shall be made available to the PHPA upon request.

20. **“Invitee” or “Invitees”** shall mean any person not under a SPC or an NHL/AHL contracted Player invited by a Member to participate in its training camp.
21. **“League”** shall mean the ECHL Inc., a nonprofit corporation that may also be referred to herein as the **“ECHL”**, including the corporate, business, and administrative offices of the ECHL Inc. under the authority, control, and direction of the Commissioner.
22. **“League Agreements”** shall mean the Articles, Bylaws, Affiliation Agreements, Regulations, Playing Rules and the Official Rules of the ECHL.
23. **“Member”** shall mean any entity that (a) is recognized by the ECHL pursuant to the League Agreements, and (b) operates a team for the play of professional ice hockey in the ECHL at any time during the Term. **“Members”** refers to these entities as a group.
24. **“Member With Rights”** shall mean a Member entitled to a Restricted Free Agent’s Rights, as more specifically provided in Article X, Section 2: Reserve System, Paragraph C. (3) (i) through (iv).
25. **“Notice of Exercise of Right to Match”** shall mean the document completed by a Member With Rights and signed by any of the Member With Rights’ Governor, Alternate Governor or General Manager in the form attached as Appendix E.
26. **“Off-Season”** shall mean the period of time commencing with the End of the Season and terminating at 11:59 P.M. Eastern Time of the day before the first day of the next Regular Season.
27. **“Offer of an Offering Member”** shall mean the offer made by an Offering Member to a Restricted Free Agent on an Offer Sheet.
28. **“Offer Sheet”** shall mean the document completed by an Offering Member and signed by the Offering Member’s Governor, Alternate Governor or General Manager and the Restricted Free Agent in the form attached as Appendix D.
29. **“Offering Member”** shall mean a Member that makes an offer to sign a SPC with a Restricted Free Agent other than the Member With Rights as more specifically provided in Article X, Section 2: Reserve System, Paragraph C. (3) (i) through (iv).
30. **“Opening Day Roster”** shall mean the Member’s first Active Roster and Injured Reserve submitted to the League prior to the beginning of the Regular Season.
31. **“PHPA”** shall mean the Professional Hockey Players’ Association, a nonprofit organization, including the corporate, business, and administrative offices of the Professional Hockey Players Association, under the authority, control, and direction of the Executive Director.
32. **“Player”** shall mean a professional hockey player whose Rights have been retained, who has executed a SPC with a Member, or who has been loaned or assigned by another league for play in the ECHL. **“Players”** refers to these individuals as a group.

33. **“Player Representative”** shall mean the Player elected or designated to represent the Players before the PHPA. “Player Representatives” refers to these individuals as a group.
34. **“Playoff”** or **“Playoffs”** shall mean the period of time commencing with the day following the last regularly scheduled ECHL game and continuing for each Member qualifying for the Playoffs until the day that Member is eliminated from the Playoffs or completes the final championship game of the Season.
35. **“Playoff Pool”** shall mean the payments, in addition to Salary, paid by the Member from the required contributions of all Members participating in the Playoffs as specifically provided in Article VII, Section 4: Playoff Pool. The Players and the PHPA shall elect the distribution of the Playoff Pool.
36. **“Previous Season’s Average Weekly Salary”** shall mean a Player’s average weekly Salary for the preceding Regular Season based on the Player’s Salary listed on his SPC, prorated on a daily basis. Examples of the calculation of this prorated average salary are presented on Appendix F.
37. **“Prohibited Activities”** shall mean the definition contained in Article IV, Section 2: No Strike/No Lockout Clause.
38. **“Protected List”** shall mean during the Season and until 11:59 Eastern Time on June 15 following the End of the Season, each Member shall retain the Rights to each Player in accordance with this CBA that:
- a. has signed a SPC with the Member, and has not been traded, Waived or Released,
 - b. has signed a SPC and has been recalled to the NHL/AHL or to play for their national IIHF team, and has not been traded, Waived or Released,
 - c. has received a Qualifying Offer and has not signed a SPC and has not been traded, Waived or Released,
 - d. has been suspended by the Member or the League and has not been traded, Waived or Released,
 - e. was signed to a SPC on or after the first (1st) day of the Season and subsequently signed an NHL/AHL contract and has not been traded, Waived or Released, or
 - f. has executed the Player Retirement Form, Appendix M, and has not been traded, Waived, or Released.
39. **“Qualified Player”** shall mean a Player who is listed on a Member’s Season Ending Roster who has received a Qualifying Offer from that Member.
40. **“Qualifying Offer”** shall mean an offer of a SPC to a Qualified Player which entitles a Member to Rights in the form that appears in Appendix C.
41. **“Regular Season”** shall mean 12:00 A.M. local time the day of the first regularly scheduled ECHL game until 11:59 P.M. local time on the day of the last regularly scheduled ECHL game, inclusive.
42. **“Regulations and Rules”** shall mean the written documents published by the League, which govern all scheduling, performance, and conduct in ECHL games and include the Regulations, Playing Rules, and the Official Rules of the ECHL.

43. **“Release” or “Released”** shall mean the termination of a try-out agreement, the termination of a SPC outside the Waiver period, or if a Player clears Waivers.
44. **“Release Costs”** is defined in Article X: Hockey Operations, Section 2: Reserve System, Paragraphs D and E.
45. **“Restricted Free Agent”** shall mean a Veteran whose Standard Player Contract SPC has expired but who is subject to the Rights of a Member With Rights.
46. **“Right to Match”** shall mean the right of a Member With Rights to retain the services of a Restricted Free Agent by matching the terms of a Offer of an Offering Member, as more specifically provided in Article X, Section 2: Reserve System, Paragraph C. (3) (i) through (iv).
47. **“Rights”** shall mean the exclusive ECHL negotiation rights provided in Article X.
48. **“Rookie”** shall mean a Player who has played less than twenty-five (25) regular season games in any ECHL/PHPA recognized professional hockey league.
49. **“Rookie Salary Cap”** shall mean the definition and terms as provided in Article VII, Section 1: Salary Cap.
50. **“Salary”** shall mean the gross amount of monetary compensation that a Player, or person or entity designated by a Player, is entitled to in accordance with the Standard Player Contract SPC as may be modified upon agreement and execution by the Member and the Player, evidenced by the Salary Change Form attached hereto as Appendix N.
51. **“Salary Cap”** shall mean the definition and terms as provided in Article VII, Section 1: Salary Cap.
52. **“Salary Floor”** shall mean the minimum total Salary paid by the Member to Players on the Active Roster including all amounts reimbursed by the Member to NHL/AHL affiliates pursuant to the ECHL Affiliate Payment Schedule during each week of the Season until the End of the Season for that Member.
53. **“Season”** shall mean the commencement of the Regular Season until the End of the Season.
54. **“Season Ending Roster”** shall mean a list containing no more than twenty (20) Players from the Member’s Protected List, excluding any Player who in the previous Season received a Qualifying Offer but did not sign a Standard Player Contract SPC.
55. **“Severance Payment”** shall mean payment to a Player entitled thereto as provided in Article VII, Section 9: Pro-Rata Salary Payment and Severance Payment, equal to the Player’s Salary as it existed on the date of termination for the lesser of fourteen (14) days or the number of days remaining until the End of the Season. Such Severance Payment shall be made within seven (7) days following written notice from the Player to the Member that he was not reemployed by a professional hockey team for fourteen (14) calendar days following the date of termination. The Player’s written notice shall be delivered to the Member within twenty-eight (28) days following the date of termination.
56. **“Spouse”** shall mean a domestic partner in a marital relationship recognized by license or common law by the state, province or local jurisdiction in the country of citizenship of a

Player.

57. **“Standard Player Contract” or “SPC”** shall mean an ECHL contract and any Addendum, if applicable, between a Member and a Player in the form that appears in Appendix A, including Salary changes as approved by the League on the Salary Change Form.
58. **“Surplus Fund Account”** shall mean the definition stated in Article XI, Section 1: Trust Contribution, as governed by the Trust.
59. **“Term”** shall mean the effective date of this CBA at 12:00 A.M. Eastern Time on July 1, 2013, immediately following the end of the term of the Fifth Collective Bargaining Agreement on June 30, 2013 at 11:59 P.M. Eastern Time and terminating at 11:59 P.M. Eastern Time on June 30, 2018.
60. **“Tie Breaking System”** shall mean the system for breaking ties between two (2) or more Members as provided in the Rules.
61. **“Trust”** shall mean the Professional Hockey Players’ Association Health and Welfare Benefits Trust – ECHL, effective as of October 1, 1996.
62. **“Unrestricted Free Agent”** shall mean a Player (1) who has never signed a SPC; (2) who has been Released by a Member; or (3) whose SPC has expired and who is not otherwise subject to a Member’s Rights.
63. **“Veteran”** shall mean a Player, other than a goaltender, who has played in at least two hundred sixty (260) regular season games of any ECHL/PHPA recognized professional hockey league, as defined by the Rules.
64. **“Waiver(s)”** shall mean a method by which a Member terminates the services of a Player and offers the SPC to be assigned to another Member, or if no Member claims the Player within the Waiver period, the Player shall become an unrestricted free agent.
65. **“\$”** shall mean whole US Dollars.

ARTICLE II: TERM

The Term of this CBA shall be as stated in Article I: Definitions.

ARTICLE III: RECOGNITION

The Members and the League recognize the PHPA as the sole and exclusive collective bargaining representative for all present and future Players. The PHPA warrants that it is duly empowered to enter into this CBA for and on behalf of the Players.

The PHPA also warrants that it has the right to negotiate terms and conditions of employment for all Players. The parties further agree that, notwithstanding the foregoing, the PHPA shall not bargain with respect to compensation for individual Players other than as specifically described in Article VII.

All Members, the League, the Players and the PHPA, throughout the Term of this CBA, acting individually or in concert or through their agents, are bound by the terms of this CBA.

ARTICLE IV: GENERAL TERMS

Section 1: Management Rights

A. The League and its Members, jointly and severally, retain all statutory and inherent rights and responsibility to manage, control, and direct, in their sole and exclusive discretion and judgment, the operations of the League and its Members, except as specifically limited, restricted, or qualified by the provisions of this CBA or the SPC. The League reserves and retains the exclusive right to issue Regulations and Rules governing the play of its Members, including the conduct of the Players.

B. It is recognized that the League and the Members have the right to manage and direct the Players as they deem proper, unless restricted by the express language of this CBA or the SPC. The enumeration of the League's and Members' management rights shall not be deemed all-inclusive so as to exclude any other rights of management not specifically delineated herein. PHPA recognition of inherent management rights is not to be construed as acceptance of unilateral change of terms or conditions of employment.

C. The League's or a Member's failure to exercise any right, prerogative or function in a particular way shall not be considered a waiver of the League's or Member's right to exercise such right, prerogative, or function or preclude either from exercising the same in some other way not in conflict with the express provisions of this CBA.

D. The League and its Members retain the right to contract with Invitees and Players directly or through an Invitee's agent or a Player's agent.

Section 2: No Strike/No Lockout Clause

A. The PHPA, its representatives, members, and Players, individually and collectively, shall not during the Term cause, call, authorize, ratify, encourage, instigate, sanction, or take part in any strike, sympathy strike, sit-down, stay-in, picketing, honoring of a picket line, walk-out, slow-down, work stoppage or curtailment detrimental to the League's or a Member's finances, refusal to play, intentional interference with operations, or other acts of similar nature (except for informational handbilling) which adversely affect the League or the Members, or in any way interfere with the League's or a Member's business, regardless of the reason for doing so ("Prohibited Activities"), provided there is no breach of 2.B below.

B. The League and the Members, individually and collectively, shall not institute any method of lockout during the Term, provided there is no breach of Section 2.A above.

C. In the event of a violation of 2.A or 2.B above, the League and/or the PHPA shall immediately instruct the PHPA, its representatives, members, and Players or the League and its Member(s) that they are in breach of this CBA and shall direct them to cease such activities at once.

D. In the event of a claimed violation of this Section by the PHPA, its representatives, members and Players or the League and its Members, the League and the PHPA shall have the right (without waiving any other rights):

- (1) To immediately submit to one (1) of the arbitrators provided for in Article

XII for final determination, within forty-eight (48) hours of submission of the question of whether the PHPA, its representatives, members, and Players or the League and its Member(s) were engaged in one (1) or more of the Prohibited Activities or a violation of Section 2.B and upon an affirmative finding, the arbitrator shall order that such violation cease. The prevailing party shall have the right to the immediate judicial enforcement of the arbitrator's decision; and

- (2) To seek such other and further judicial remedies as provided for by law for the commission of the Prohibited Activity or violation of 2.B above.

Section 3: Legislative Inconsistencies

In the event any provision hereof is found to be inconsistent with the laws or rules of the Internal Revenue Service, National Labor Relations Board or any other governmental agency, such law or rule shall supersede the conflicting provision without affecting the remainder of the provisions of this CBA. If such law or rule does not provide for a substitute for the conflicting provision, the League and the PHPA, upon written request of one (1) party to the other, shall meet to attempt to negotiate a substitute provision; provided, however, that the "No Strike/No Lockout Clause" shall remain in full force and effect.

Section 4: ECHL League Agreements

A. Except as expressly provided for herein regarding the conduct of the Players, the League Agreements shall remain independent and shall not, in any way, be incorporated by past or current practice into this CBA.

B. The League Agreements shall remain the exclusive jurisdiction of the ECHL and its Members, and shall not be grievable or arbitrable under this CBA or subject to review by any court.

C. The ECHL agrees to make available through each Member a copy of the League Agreements to each Player requesting same. The PHPA shall receive copies of all League Agreements, including approved revisions and amendments.

ARTICLE V: STANDARD PLAYER CONTRACT

Section 1: Form

A. The form of the SPC between a Member and a Player during the Term is attached hereto as Appendix A and incorporated herein by reference.

B. During the Term, no other form of SPC will be utilized by the Players and the Members. SPC Addendums are permissible. Should the provisions of any SPC or Addendum between any Player and Member be inconsistent with the terms of this CBA, the provisions of this CBA shall govern and supersede the provisions of the SPC or Addendum.

Section 2: Conformity

Any SPC signed prior to the execution of this CBA and in effect during the Term shall be deemed amended in such a manner as to require the parties to comply with the terms of this CBA.

Section 3: General Requirements

- A. The Member and the Player shall each execute the SPC.
- B. The Member shall provide by email a scanned executed SPC to the League for approval within twenty-four (24) hours of execution.
- C. The League shall provide to the Member and the PHPA by email a scanned copy of each approved SPC within two (2) business days of receipt, unless the League is investigating the SPC as provided in Section H below. If the League has not given (i) notice of disapproval of the SPC or (ii) notice of an extension of the period of investigation, the SPC shall be deemed to be approved within ten (10) business days of receipt by the League.
- D. The Member shall provide to the Player by email a scanned copy of the approved SPC upon receipt from the League. If the Player does not have the ability to receive by email a scanned copy of the SPC, upon request the Member shall promptly provide the Player with a printed copy.
- E. There shall be no contract for services of a Player for a Member other than pursuant to a SPC. A Player shall not be a part of or represent the management of a Member.
- F. The termination of this CBA shall not impair, limit or terminate the rights or duties of any Player or Member under a SPC.
- G. The SPC must be signed by the Player and, on behalf of the Member, the Coach or General Manager, and Governor, Alternate Governor, or designee. The SPC will be valid and binding upon the Player and the Member immediately upon execution.
- H. The League shall have the right to disapprove the SPC on reasonable grounds including, but not limited to, an attempt by the parties to abridge or impair the rights of any other Member, uncertainty or incompleteness of rights and obligations, or conflict between the terms of the SPC and the League Agreements. On the receipt of notice of disapproval by the League, the Member and the Player will be relieved of their respective rights and obligations under the SPC.
- I. While the SPC is binding on the Player and the Member, the SPC shall be effective as to the League only upon approval by the League. Once approved by the League, the SPC shall be binding on the Member, the Player, and any assignee.

J. Execution, submission and notification of Salary change pursuant to the Salary Change Form, Appendix N, shall follow the same procedures and time periods as stated herein for the SPC.

ARTICLE VI: UNION SECURITY

Section 1: PHPA Membership

Every Player shall have the option of joining the PHPA; provided, however, that as a condition of employment commencing with the execution of this CBA by the ECHL and the PHPA and for the Term, wherever and whenever legal:

A. Any Player who is or later becomes a member in good standing of the PHPA must maintain his membership in good standing, consistent with controlling law; and

B. Any Player who is not a member in good standing of the PHPA must, on the thirtieth (30th) day following the beginning of his employment or with the execution of this CBA, whichever is later, pay pursuant to Section 2 below, or otherwise to the PHPA, an annual service fee in the same amount as any association dues required of members of the PHPA, consistent with controlling law.

Section 2: Check-off

A. The PHPA shall advise each Member and the League as to the amounts of any initiation fee or dues prescribed by the bylaws of the PHPA to be voluntarily deducted for each payroll period, as well as the payees of checks for such deductions and the names and addresses of the persons to whom such checks shall be sent. The amounts to be deducted shall be based upon the number of days the Player is on the Active Roster or Injured Reserve of a Member, commencing with the start of the Regular Season or date of reporting, whichever is later, up to and including the Player's last Regular Season or Playoff game, whichever is later. For Players assigned, recalled, or signed to a SPC during the Season, dues deductions shall commence immediately upon Player's assignment to Member, regardless of the number of days it takes a Player to report. Such amounts shall be reconciled and remitted by the Member or NHL/AHL team to the PHPA on or before the Due Date, commencing in November of each Season.

B. The League shall notify the PHPA within seventy-two (72) hours via facsimile of all assignments, reassignments, suspensions, retirements, and trades. The notification shall be on an ECHL Official Roster Change Form, as shown on the attached Appendix B.

C. The PHPA shall send a Check-off statement to each Member via facsimile within five (5) business days of the close of the month. The Member shall notify the PHPA of any discrepancy within five (5) days of receipt of the statement. Any discrepancy shall be resolved within ten (10) business days. Any unresolved discrepancies shall be referred to the PHPA Director of Hockey Operations and the ECHL Director of Hockey Operations for resolution. The Member shall remit the undisputed portion of the Check-off by the Due Date. The ECHL Director of Hockey Operations and the PHPA Director of Hockey Operations shall resolve the discrepancy before the end of the month. A Member failing to remit deducted dues after the Due

Date shall be assessed interest in the aggregate amount of eighteen percent (18%) per annum on the outstanding balance. All interest is tolled until five (5) days following the resolution.

Section 3: Indemnification

The PHPA shall at all times maintain authority from the Players for Check-off and shall, upon request, provide the League and any Member with copies thereof. The PHPA shall defend, hold harmless and indemnify the League and its Members with respect to any and all obligations arising out of or relating to PHPA Check-off.

ARTICLE VII: SALARY AND OTHER STIPENDS

Section 1: Salary Cap

A. The Salary Cap shall be the maximum total Salary paid by a Member to Players on the Active Roster including all amounts reimbursed by the Member to NHL/AHL affiliates pursuant to the ECHL Affiliate Payment Schedule during each week of the Season, until the End of the Season for that Member. Any payments to a Player in consideration of his services for a Member shall be presumed to have been paid by the Member and shall be included as Salary for the purposes of the Salary Cap.

- (1) Payment(s) may be made by an independent third party to a Player for his services, (e.g., independent promotional activities of the third-party) that are not directly or indirectly related to the performance for the Member. These independent third-party payments must be made without the assistance or involvement in any way of the Member and shall otherwise be lawful. If the Member shall gain knowledge of such third-party payment to a Player, the Member must disclose the circumstances to the League and receive approval. Failure to make such disclosure and receive approval shall constitute a Salary Cap violation.
- (2) Any money, property, investments or anything else of economic value that is paid to a Spouse or family member of a Player shall be included in Salary for the Season to which it relates. In order to exclude any payment from Salary, the Member must have paid fair market value for the services or other benefits derived from the Spouse or family member and shall have received League approval.
- (3) Any Spouse or family member of a Player who receives compensation from a Member or group affiliated with a Member must verify proof of employment, job description, hours of work per week and payroll information. Prior to a Spouse or family member of a Player commencing employment with a Member or a group affiliated with a Member, the Player must obtain written approval from the League.
- (4) Salary shall not include Benefits. No property, investment or anything else of economic value shall be paid to a Player by the Member. Salary shall also include any and all consideration paid or payable to the Player,

even if such consideration is purportedly paid to the Player for services other than playing hockey. Any money, property, investments or anything else of economic value that is received by the Player, the Spouse and/or family members of a Player from any source which the Member is aware of must be disclosed by the Member to the League. Even if the payments are made by an independent third party, if the Member is aware of such payments, the Member must disclose the amount of the payment and its full and complete understanding of why the payment was made. Failure to make such disclosure shall constitute a violation of the Salary Cap.

B. The Weekly Salary Cap for all Players on the Active Roster shall be as follows:

Year	First 30 Days of Season	Balance of Season
2013-14	\$12,400	\$12,000
2014-15	\$12,615	\$12,200
2015-16	\$12,830	\$12,400
2016-17	\$13,045	\$12,600
2017-18	\$13,260	\$12,800

C. Rookie Salary Cap; Maximum Weekly Allowable Salary for a Rookie:

Year	Maximum Weekly Salary
2013-14	\$500
2014-15	\$510
2015-16	\$520
2016-17	\$530
2017-18	\$540

Section 2: Minimum Salary and Salary Floor

A. The Weekly minimum Salary shall be as follows:

(1) For a Player who has played in fewer than twenty-five (25) regular season professional hockey games in any ECHL/PHPA recognized league at the beginning of the Season who has signed a SPC and who was not on a Member's End of Season Roster:

2013-14	\$400
2014-15	\$415
2015-16	\$430
2016-17	\$445
2017-18	\$460

(2) for all other Players:

2013-14	\$450
2014-15	\$460
2015-16	\$480
2016-17	\$500
2017-18	\$500

B. Each Member shall pay a Salary Floor of an average weekly salary of not less than the following for all Players on the Active Roster:

2013-14	\$8,900
2014-15	\$9,100
2015-16	\$9,300
2016-17	\$9,500
2017-18	\$9,700

In the event that the Salary Floor is not met, the Member shall distribute the amount of the shortfall equally among the Players on the Active Roster for that week. In the event that the shortfall is less than one hundred dollars (\$100), the amount shall be distributed among the Players at the discretion of the Member.

Section 3: NHL/AHL Affiliate Payments

A. Reimbursement for the services of an NHL/AHL contracted Player owned or assigned to a Member shall be calculated weekly as follows:

2013-14	\$525
2014-15	\$525
2015-16	\$525
2016-17	\$525
2017-18	\$525

B. For an NHL/AHL contracted Player in the Playoffs who is not receiving an NHL/AHL salary, that Player shall be paid his weekly Salary by the Member to the Player either directly or through the NHL/AHL affiliate.

2013-14	\$525
2014-15	\$525
2015-16	\$525
2016-17	\$525
2017-18	\$525

Section 4: Playoff Pool

A. Players participating in the Playoffs or who appear on the Member's Injured Reserve shall continue to receive Salary during the Playoffs. The preceding statement shall not apply to NHL/AHL contracted Players who are recalled and do not participate in the Playoffs. In addition to Salary, the Playoff Pool for Members participating in the Playoffs shall be allocated for distribution among the Players on the Active Roster as the Players and the PHPA shall elect. The amounts are specified in paragraph B below. The Playoff Pool shall be paid to the Players by each Member participating in the Playoffs within ten (10) days of a Member's last Playoff game. Each Member shall provide to the PHPA verification of payment of the Playoff shares distributed to each Player. Nothing contained herein shall limit the League, in its sole discretion, from revising or deleting any of the Elimination Rounds.

B. The Shares for the Playoff Pool are as follows:

Season	2013-14	2014-15	2015-16	2016-17	2017-18
Total	\$255,000	\$260,000	\$265,000	\$270,000	\$275,000

C. Playoff Games and Proration of Playoff Pool. The League shall retain the exclusive right to determine the rounds and the number of games played in each round of the Playoffs. The Playoff Pool described in B above is based upon 7-7-7-7 format for a maximum of 28 games. In the event the League changes the rounds or games, the Playoff Pool shall be prorated to equal any increase or decrease in the number of games played. The League and the PHPA shall determine the proration of the above amounts.

D. The League shall allow three (3) days between the end of the Regular Season and the start of the Playoffs. In the event this is not possible due to an arena conflict a lesser time may be allowed subject to agreement between the Commissioner and the Executive Director.

Section 5: NHL/AHL Contracted Players Salary Payments at the Conclusion of the NHL/AHL Regular Season

All NHL/AHL contracted Players shall receive a weekly Salary during the Playoffs as provided in the ECHL Affiliate Payment Schedule only after the last day of the NHL/AHL schedules. It is understood Members may commence reimbursement to NHL/AHL affiliates as provided in the ECHL Affiliation Payment Schedule as of the first (1st) day of the NHL/AHL

regular season schedules and concluding on the last day of the NHL/AHL schedules.

Section 6: Rate of Pay

Each Player will be paid his Salary in equal weekly or bi-weekly installments over the course of the Regular Season commencing with the date of the first Regular Season game. Payments may be made in weekly or bi-weekly installments at the option of the Member. Each Member shall provide the schedule of pay dates to the Players prior to the start of the Regular Season, and such schedule shall also be posted in the Players' dressing room throughout the Season. If the Member qualifies for the Playoffs, each Player will continue to be paid his Salary in equal weekly or bi-weekly installments over the course of the Member's participation in the Playoffs.

Section 7: Exhibition Games

No additional payment will be made to Players for participation in pre-season exhibition games with other Members or other leagues. In the event a Member participates in a Regular Season exhibition game, each Player participating in the Regular Season exhibition game(s) shall be paid the sum of One Hundred Dollars (\$100) per game. The All-Star Game shall not be considered a Regular Season exhibition game.

Section 8: ECHL All-Star Game/Break

There shall be an All-Star Break each Season. Whether or not the League organizes and conducts an annual All-Star Game, the parties agree as follows:

A. The League shall guarantee that each Player who participates in the All-Star Game shall receive a flat payment of Three Hundred Dollars (\$300) from the host Member.

B. The League shall guarantee that transportation, accommodations and meals shall be provided by the host Member for each Player who participates in the ECHL All-Star Game.

C. There shall be no travel, practices of any type, Regular Season games, Player appearances or promotions during the agreed upon three (3) day break period, defined as the day preceding the All-Star Game; the day of the All-Star Game; and the day subsequent to the All-Star Game. Provided further, when a Member returns from an away game or completes a home game just prior to the break period, at least seventy-two (72) hours shall pass before having to travel to or practice for a Regular Season game. Some exceptions may exist, but such exceptions will be limited as much as is reasonably possible. The League will make best efforts to schedule games with the closest Member before and after the All-Star Break. The All-Star Break shall be disclosed by all Members to the Players not less than thirty (30) days, prior to the All-Star Break, traditionally scheduled for the third week in January.

Section 9: Pro-Rata Salary Payment and Severance Payment

A. A Pro-Rata Salary Payment shall be made if a Player is terminated as specified in Paragraph 1(E) or 1(F) of the SPC, the Player shall receive payment for each full week of service proceeding the termination date which has not already been paid to the Player as of the date of

termination. In addition, if the Player is terminated, he shall receive his pro-rata share of the days he was employed during the week in which the termination occurred;

B. A Severance Payment shall be made:

- (1) If a Player is terminated as specified in Paragraph 1(E) or 1(F) of the Standard Player Contract and has been on an Active Roster or Injured Reserve for a period of twenty-one (21) consecutive days during the Season, and the Player is not re-employed by a professional hockey team within fourteen (14) calendar days after the date of termination; or
- (2) If a Player is claimed off Waivers and is not offered a SPC by the acquiring Member at a Salary equal to the Salary paid at the time of Waiver; or is signed and Waived by the acquiring Member; and the Player is not reemployed by a professional hockey team within fourteen (14) days; and such Player has been on an Active Roster or Injured Reserve for a period of twenty one (21) consecutive days during the Season.

C. No Severance Payment shall be made:

- (1) In the event a Player is claimed off Waivers by another Member and the Player declines employment at a Salary equal to the Salary paid at the time of Waiver;
- (2) If a Player is on an Active Roster or on Injured Reserve at the End of the Season;
- (3) If a Player retires by executing a Player Retirement Form, Appendix M, or requests in writing to be placed on Waivers; or
- (4) If a Player is suspended.

Section 10: Regular Season/ Playoff Conference Finish Money

The Players on the Member's Active Roster at the end of the Regular Season who finish first overall in the League standings shall receive the following for distribution among the Players on the Active Rosters or as the Players shall elect:

2013-14	\$4,150
2014-15	\$4,200
2015-16	\$4,250
2016-17	\$4,300
2017-18	\$4,350

Members shall make this payment concurrently with the Playoff Pool payments. There shall be only one (1) Regular Season champion and, if necessary, the Tie Breaking System shall

be utilized to determine the champion. Furthermore, the Players on the Member's Active Roster who finish first in their conference in the Playoffs each year during the Term shall receive:

2013-14	\$2,100
2014-15	\$2,200
2015-16	\$2,300
2016-17	\$2,300
2017-18	\$2,300

Section 11: Bereavement/Family Leave

- A. Bereavement. In the event of a death of an immediate family member of a Player, the Player shall be entitled to four (4) days leave with pay upon notice to the Member. Furthermore, the Member shall furnish the Player and Spouse with a round-trip ticket from the playing city to location of the funeral. Appropriate documentation of the death is to be furnished to the Member by the Player upon request. An immediate family member shall be defined as a Spouse, child(ren), parent, brother, sister, grandparents and in-laws of a Player.
- B. Family Leave. A Player may request leave for the birth of a child, a family emergency or illness, and the Player shall get four (4) days leave with pay provided the Player has received prior approval from the League. Before approval, the League may require appropriate documentation to support the request for family leave.

ARTICLE VIII: EXPENSE ALLOWANCES

Section 1: Per Diem Allowance

The per diem meal allowance for each Player accompanying a Member while he is away from his Home Arena in excess of twenty-five (25) miles for a mandatory practice or away for the purpose of playing Regular Season or Playoff games shall be as follows:

<u>2013-14</u>	\$38 per day
Breakfast	8
Lunch	10
Dinner	20
<u>2014-15</u>	\$39 per day
Breakfast	8
Lunch	11
Dinner	20

<u>2015-16</u>	\$40 per day
Breakfast	8
Lunch	12
Dinner	20
<u>2016-17</u>	\$42 per day
Breakfast	9
Lunch	12
Dinner	21
<u>2017-18</u>	\$42 per day
Breakfast	9
Lunch	12
Dinner	21

For the purpose of the per diem calculation, the times designated for meals shall be:

Breakfast	prior to 10:00 A.M.
Lunch	prior to 2:00 P.M.
Dinner	prior to 7:00 P.M.

If the Member has left its Home Arena or not yet returned at these specific times, the stated per diem is payable. Furthermore, whenever a Member is on an extended trip (defined as more than five (5) consecutive full road days), the Member is required to provide a maximum of one (1) additional dinner or pre-game meal in addition to the payments outlined above. In addition, when a Member plays a home game and immediately leaves its Home Arena to play a road game, the Member must provide each Player with a meal or a Fifteen Dollar (\$15) per diem payment and provide beverages, fruits, and snacks on the bus during road travel.

Section 2: Training Camp

A. For the purposes of determining payments due under this Section, the training camp period shall commence on the day specified by the League, but training camp shall not open prior to fourteen (14) calendar days before the League's first Regular Season game, and will end at 11:59 P.M. Eastern Time on the day before the first Regular Season game. Players may not be requested by a Member to come to the Home Territory more than twenty-one (21) days prior to the start of the Regular Season. Upon arrival, the requested Player shall receive accommodations and per diem. During the first five (5) days of training camp, Member shall ensure that no Player shall participate in more than three (3) hours of practice per day, including on- and/or off-ice testing. On Pre-Season exhibition game days, this limitation will not apply to Players playing in the Pre-Season game.

B. During the term of this CBA, each Member conducting its own training camp shall provide a training table consisting of three (3) meals per day to each Player who is invited to and attends training camp. The training table shall be comparable to the value of per diem. If, at the discretion of the Member, a training table is not provided, each Player shall receive an

amount equal to the current per diem payment for meals through the end of training camp or until the Player is Waived or Released. All Players shall receive per diem or training table during training camp, regardless if those Players live in the Home Territory or in Member-provided lodging.

C. The Member shall provide, at its expense, reasonable and appropriate lodging to Players and Invitees who participate in training camp. The Member shall not be responsible for Invitees' lodging whose Domicile is in the Home Territory of the training camp.

Section 3: Pre-Season and End of Season Travel Expenses

A. Pre-Season Travel. Upon a Player or Invitee signing a SPC, each Member shall provide to the Player, Spouse and his children, at the Member's option, either (1) a non-refundable, fourteen (14) day advance one-way or (2) a round-trip (whichever is less) airline ticket(s) from the Player's Domicile to the Member's Home Territory; and arranged, purchased, and issued to the Player by the Member as of a specific departure date. If the Player drives, reimbursement for the actual cost of transportation directly from the Domicile of the Player, Spouse and his children as evidenced by written receipts, as calculated and limited by Section 3 C stated hereinafter, shall be submitted by the Player to the Member within seven (7) days after reporting to the Member. If the actual cost for arrival cannot be determined with supporting documentation, then the advance or reimbursement shall be based upon the cost of a round trip or one way airline ticket (whichever is less).

B. End of Season Travel and Player Release Travel if Not Claimed off Waivers. The Member shall provide travel to the Player's Domicile, provided that the Player is on the Active Roster or Injured Reserve at the End of the Season or is Released. At the Player's option, for travel to his Domicile at the End of the Season or upon his Release, the Player may request an advance equal to his travel cost incurred to arrive in the Home Territory. During the Season, if the Player arrived from other than his Domicile and is driving to his Domicile, the Member shall complete the Travel Home Advance Form attached hereto as Appendix L and deliver it to the Player with the advance. If the actual cost is more than the advance, the Player shall be reimbursed for the additional necessary expense to travel to his Domicile upon delivery to the Member of proper receipts documenting all such necessary expenses, as calculated in accordance with and limited by, the provisions contained in Section C, below. The travel provisions in Section C below shall also apply for the Player, Spouse and his children to return to his Domicile at the End of the Season or upon the Player's Release, provided the Spouse and his children travel with the Player to the Domicile. If the Spouse and his children elect not to return with the Player, the Member is responsible only for the Player's expense in returning to his Domicile; provided that, in the event the Player elects to fly rather than drive, a regular coach ticket will be issued for a departure date at the Member's option, thereby allowing the Player to leave the Home Territory, provided such date must be, at the latest, within fourteen (14) days of the End of the Season or the Player's Release. Reasonable travel expenses and Salary due to a Player shall be paid within seven (7) days of the End of the Season, subject to any lawful offsets. Any additional claims, as limited by Section C below, for reasonable travel expenses occurring after the Player's Release or the End of the Season shall be submitted by the Player to the Member within thirty (30) days after the End of the Season or the Player's Release. The Member shall pay such reasonable travel expenses within seven (7) days of the Member's receipt of Player's claim.

C. For travel, reasonable travel expenses are based on the following:

- (1) The Player shall be responsible for traveling at least four hundred fifty (450) miles per day;
- (2) Member shall not be responsible for any vehicle breakdowns or other delay costs;
- (3) Reasonable travel expenses shall consist of:
 - a. Oil and fuel for one (1) automobile;
 - b. Rental charges for a moving trailer to be pulled behind a car. However, if a rental truck (rather than a trailer) is used to transport the Player, only the cost of a trailer shall be paid by the Member. Additionally, should a rental truck be utilized, the Member shall be responsible for one-half (1/2) the dollar value of the fuel receipts submitted by the Player; and
 - c. Reasonable food, lodging expenses, and tolls with the understanding that economy hotels and restaurants will be used; and

- (4) Full payment of all above expenses shall be made to the Player within seven (7) days of the Player's arrival at the Home Territory and the furnishing of receipts.

D. Rehabilitation Followed by Travel to Domicile. If a Player is injured as a result of a hockey event, the Member reserves the right to continue treatment in the Member's Home Territory as directed by the Member until rehabilitation is complete. After completion of treatment, travel and expense reimbursement to his Domicile is governed by paragraph C above.

E. No Responsibility for Travel Expense Home; Exception. Other than as specifically provided in this Section, if the Player elects to stay in the Member's Home Territory for more than four (4) consecutive weeks during the Off-Season, the Member shall not be responsible for any of the Player's transportation expenses to his Domicile. However, if a delay of more than four (4) consecutive weeks is occasioned by the end of the school year for the Player's children, travel expenses to a Player's Domicile shall be paid by the Member.

F. Baggage. When a Player is travelling via airline to the Home Territory, Domicile, or upon a Player's Release, in addition to the Players one (1) equipment bag not to exceed fifty (50) pounds, or in the case of goaltenders, two (2) equipment bags not to exceed fifty (50) pounds each, the Player, Spouse and his children shall each be entitled to two (2) checked bags containing personal items, not to exceed fifty (50) pounds per bag, or the maximum weight per bag permitted by the airline. Any other baggage must be sent via commercial ground transportation and pre-approved by the Member, including pets.

Section 4: In-Season Moving Expenses

Any Player who is traded, claimed or assigned by or between Members during the Season shall receive reimbursement for reasonable moving expenses for the Player, Spouse and his children from the acquiring Member in accordance with the provisions of Section 3 C.

In the event the Player is traded, claimed or assigned, the acquiring Member shall have the right to decide how the Player shall travel to the new Home Territory (by airline or by car, if the Player wants his car in the new Home Territory). In the event the Member directs airline travel, the Member must subsequently arrange for a mutually satisfactory cost effective plan to have the Player's automobile and personal effects delivered from the Home Territory to the new Home Territory. The Member shall permit, and reimburse the Player for costs, to return to his previous Home Territory to transport his car, Spouse, family, and personal effects to the new Home Territory. At the Member's option, if it is more cost effective to have the Player's car shipped, the Member may so elect. These costs shall be documented and calculated by and in accordance with Sections 3 C, above. The reimbursement by the Member to the Player shall be paid within seven (7) days of receipt of the documentation. The Player will make every reasonable effort to report to the acquiring Member on the timetable set by the acquiring Member.

Section 5: Lodging

The Member shall provide to each Player on the Active Roster or Injured Reserve during the Season a minimum form of lodging as follows:

A. Each Player without Spouse shall be entitled to his own furnished bedroom in a furnished apartment; or

B. Each Player and Spouse shall be entitled to a furnished apartment or residence of his own.

C. Furnished apartments shall include paid electricity, water, sewer, gas, trash, and, at the Member's option, may include basic cable, local phone service, and/or internet service. At a minimum, furnishings shall include: in the bedroom, bed and dresser; in the living room, couch and chair; in the kitchen, table and chairs, refrigerator and stove; and adequate lighting in all rooms, and may include, at the Member's option, a television.

D. A Player shall receive one-half (1/2) of the current Season's per diem for each day spent in a motel in the Member's Home Territory.

E. A Player and a married Player's family shall vacate lodging, as follows:

- (1) Upon Release, the Player and, if married, his family shall have three (3) days to vacate the lodging, unless other arrangements are made between the Member and the Player.
- (2) Upon recall, a Player shall either vacate the lodging within three (3) days or shall make arrangements with a third party to assemble, pack and store his personal property in the lodging or some other suitable location, as directed by the Member.

- (3) A married Player who is recalled shall have a maximum of twenty-four (24) days from his recall to cause his family to vacate the lodging. Subject to this cap, when the length of the recall is determined by the league issuing the recall to exceed twenty-one (21) days, the Player shall be obligated to cause his family to vacate the lodging within three (3) days from such determination, unless other arrangements are made between the Member and the Player. The Player, Member, League and the PHPA shall use their best efforts to cause the league issuing the recall to determine the length of the recall as soon as possible.

F. The expense of such lodging shall be the responsibility of the Member and shall continue for a seven (7) day period beyond the End of the Season. If the Member requires the Player to stay beyond seven (7) days as provided in Section 3, Paragraph D of this Article, lodging and the current Season's per diem shall be provided until the date of departure.

- (1) All Players are entitled to adequate and similar lodging. Any mortgage payments made by a Member on behalf of a Player shall reasonably conform to the rental lodging provided to other Players in the Member's Home Territory. Except as provided in Section 2 of this Article, mortgage payments shall continue only during the Season while the Player is on the Active Roster or Injured Reserve and shall be made directly to the Mortgagee. No Member may provide any Player or Spouse Off-Season lodging. This prohibition includes lodging provided free or on a trade basis. Should married Players with school-aged children want to move in or out of Member provided housing outside of the time frame outlined in Section 5, paragraph F, the Player must arrange to do so with the Landlord and the Player will be responsible for the payment of rent and utilities for the period outside the responsibility of the Member. Upon request from the Player, Member shall provide the Player with contact information of the Landlord.
- (2) For all Players living in Member-provided lodging, upon arrival in the Home Territory, the Player and the Member shall do a walk-through and agree on the condition of the premises and record same on the Walk-through Checklist, Appendix G. A walk-through shall be done at the End of the Season or upon a Player's trade, Waiver, Release or the conclusion of surgery and/or rehabilitation. Any damage shall be noted on the Walk-through Checklist and a copy shall be signed and retained by the Member and the Player. Any damages noted and the value thereof, agreed to by the Player, shall be subject to reimbursement by the Player or deduction from the Player's paycheck.
- (3) If a Member requires an injured Player to remain in the Home Territory for surgery and/or rehabilitation after the End of the Season and the Player's Regular Season lodging is no longer available, the Member shall provide lodging of the same standard provided to Players during the Playing Season. All lodging under this Section is subject to the approval of the League.

ARTICLE IX: LICENSING/MARKETING

Section 1: Player Promotional Activities

A. Promotional activities including, but not limited to, personal appearances shall be an obligation of each Player to the Member. The Players agree and recognize that certain non-compensated appearances shall be undertaken on behalf of charities and other nonprofit organizations as directed by the Member. Player appearances shall be utilized to assist in the promotion and marketing of hockey in general, the Member and the League in particular.

B. The League, it's Members, and sponsors are permitted to utilize Player likenesses for promotional activities including, but not limited to, complimentary materials and products. Nothing contained in the rights granted herein is intended to permit the sale of products utilizing Player likenesses by sponsors. All materials and products utilizing the Players likenesses shall carry the League and PHPA logos in the form attached hereto as Appendix H. The PHPA shall receive a reasonable number of complimentary card sets, posters, glossy photos, or like items that are produced utilizing the Player's likenesses for the PHPA's use.

Section 2: Player Likeness Fees

A. The League and its Members are authorized to utilize Player likenesses for all non-retail, sponsorship purposes. The League and its Members have the right to utilize Player likenesses for media use and broadcast in whatever form relating to the play of hockey in the League. In consideration for this right, and the rights granted in Section 1: Player Promotional Activities, the League shall pay upon invoice from the PHPA on or before November 1st, the following annual fee:

2013-14	\$1,600
2014-15	\$1,600
2015-16	\$1,600
2016-17	\$1,600
2017-18	\$1,600

B. In consideration of the payments made above, the League and it Members shall have the right to utilize Player likenesses, in groups of three (3) or more, for the production of products using Player likenesses to be sold at retail in the arena, Member stores, and through Member and League e- commerce sites without further fees. The PHPA and the League, through their designated licensing representatives may continue to jointly license all products using Player likenesses. Neither the PHPA nor the League shall license any products using Player likenesses without first obtaining the consent of the other.

C. Each Member has the authority to license Player likenesses to sanctioned booster clubs in groups of three (3) or more for the production of products using Player likenesses to generate revenue for the operation of the booster club. This license is solely for the projects and purposes approved by the League and the PHPA. Approval by the League and the PHPA shall not be given if the project and purposes are in competition with League or PHPA programs.

Section 3: Non-Member Commercial Use of Player Likeness

Non-Member commercial, for profit activities, including retail sales, which utilize the Player's likeness and League and/or Member's logo, must be jointly licensed by the League and the PHPA.

Section 4: Identification of Products

Any product utilizing Player likenesses shall include the PHPA logo either on the product itself or its packaging. The PHPA shall provide the logo artwork to the League and/ or Members in an acceptable format.

Section 5: Player Marketing / Promotional Services

Fees paid directly to a Player by an independent third party under a written agreement filed with the Member, League, and PHPA for marketing/promotional services (which shall not employ the logo, trademarks, copyright or other intellectual property of the League or the PHPA without the respective entity's written permission) shall not be included as Salary for purposes of calculating the Salary Cap as provided in Article VII. Members may not assist third parties in their dealings with Players for any marketing and/or endorsement services. Members that assist in third party transactions with Players are in violation of the Salary Cap and subject to League sanctions.

Section 6: PHPA Member Program Advertisement

Each Member shall provide the PHPA complimentary advertising space within its game programs or Member yearbooks. The space allotted for advertising by the PHPA shall be no less than eight inches (8") by four inches (4"). The artwork shall be provided by the PHPA in an acceptable format to the League for distribution to each Member, subject to the pre-approval by the League. The advertisement will be used to promote and market the PHPA, its products, and jointly licensed products. The League shall provide the PHPA with the advertisement specifications.

Section 7: Notice Signage

The League and Members shall place signage in all arenas requiring the authorization of photographers and the enforcement of Members' rights to their logos and the Players' rights to their likenesses. The signage is subject to the pre-approval of the League, and is to be posted in or near the media room in the format attached as Appendix I. The PHPA and the League agree to split all costs of producing and forwarding such signage to the Members.

Section 8: Player Likeness Use Authorization

The League recognizes that, pursuant to certain written agreements known as the Group Licensing Authorization Form, Appendix J, certain Players have granted or will grant to the PHPA the exclusive right to use, license and sublicense the use of such Player's name, nickname, signature, facsimile signature, picture, biographical sketch, playing record and likeness in groups

of three (3) or more Players across the League. The League hereby agrees that neither it, nor any Member shall acquire, or induce others to acquire, or assist others in acquiring group Player licensing rights, or interfere in any manner with any Player's conveyance pursuant to the Group Licensing Authorization Form.

ARTICLE X: HOCKEY OPERATIONS

Section 1: Veteran Rule

Each Member shall be limited to four (4) Veterans on its Active Roster during each year of the Term. The PHPA will be consulted in the event of a review.

Section 2: Designation of Player Assistant Coach

Each Member may designate one Player as the Player assistant coach during the Season, but such designation shall be at no additional compensation or benefits except as provided herein.

Section 3: Reserve System

A. Reservation of Rights

- (1) Each Member reserves the Rights to all Players on its Protected List during the Season and until 11:59PM Eastern Time on June 15.
- (2) Members may reserve Rights to Qualified Players as provided in this Article.
- (3) A Member shall only be entitled to reserve Rights to a maximum of eight (8) Qualified Players. Of these eight (8) Qualified Players, no more than four (4) of the Qualified Players shall be Veterans.
- (4) A Season Ending Roster shall be finalized by each Member and shall be submitted to the League and the PHPA on or before 11:59 P.M. Eastern Time on June 15 following the End of the Season. Except as otherwise provided, no Player on a Member's Season Ending Roster shall be traded by a Member after June 15 at 11:59 P.M. Eastern Time. At this time, all trades from the previous Season, including trades for future considerations, shall be considered final.

B. Qualifying Offers

- (1) A Member secures Rights to a Qualified Player when the Member extends to that Player a Qualifying Offer in the form attached hereto as Appendix C that is received by the Player no later than 11:59 P.M. Eastern Time on June 30 following the End of the Season. The Qualifying Offer shall be sent via email by the Member to the Player's last known email address with a copy emailed to the League, the PHPA, and to the Player's agent of record, if any has been filed by the Player with the Member. However, failure of the Member to e-mail a copy of the Qualifying Offer to the Player's agent shall not invalidate

the Qualifying Offer. The Qualifying Offer must contain the following required terms:

- i. With respect to a Player with thirty-nine (39) or fewer regular season professional games in any ECHL/PHPA recognized professional league, the Qualifying Offer must be for no less than the Player's Previous Season's Average Weekly Salary;
 - ii. With respect to a Player with forty (40) or more regular season professional games in any ECHL/PHPA recognized professional league who are not Veterans, the Qualifying Offer must be for no less than the Player's Previous Season's Average Weekly Salary plus five percent (5%); and
 - iii. With respect to Players who are Veterans, the Qualifying Offer must be for no less than the Player's Previous Season's Average Weekly Salary plus five percent (5%). In addition, the Player shall be entitled to either Restricted Free Agency or Unrestricted Free Agency as provided in this CBA.
 - iv. With respect to a Player who is a goaltender, with one hundred and eighty (180) or more regular season professional games in any ECHL/PHPA recognized professional league, the Qualifying Offer must be for no less than the Player's Previous Season's Average Weekly Salary plus five percent (5%). In that goaltenders are not subject to the Veteran rule, such Player shall be entitled to become a Restricted Free Agent or an Unrestricted Free Agent as provided in the CBA.
- (2) The Qualifying Offer must remain open for acceptance until 11:59 P.M. Eastern Time on August 1 following the End of the Season. At that time the Qualifying Offer becomes null and void. The Member may sign the Qualified Player at any Salary or may elect to take no further action. A Qualifying Offer, once signed by the Player, shall be irrevocable. During the term of the resulting SPC, the Player must be paid no less than the amount of the Qualifying Offer or be Released by the Member.
 - (3) While a Qualifying Offer is open for acceptance by a Qualified Player, a Member may not trade its Rights to the Qualified Player.
 - (4) Any Player on the Season Ending Roster who has not signed a Standard Player Contract or does not receive a Qualifying Offer shall be deemed an Unrestricted Free Agent as of 12:00 A.M. Eastern Time on July 1 following the End of the Season.
 - (5) Except as provided below in Veteran Free Agency, a Member extending a valid Qualifying Offer to a Qualified Player shall retain the Rights to that Qualified Player for one playing Season until 11:59 P.M. Eastern Time on June 15 following the End of the Season unless that Qualified Player is signed by that Member to a SPC, is traded or Released. A Member retains the Rights

to a Qualified Player who does not accept a Qualifying Offer for the next Season until 11:59 P.M. Eastern Time on June 15.

C. Veteran Free Agency

- (1) A Member extending a valid Qualifying Offer to a Veteran retains the Rights to that Veteran until 11:59 P.M. Eastern Time on August 1 following the End of the Season.
- (2) A Restricted Free Agent shall not be traded.
- (3) After August 1 following the End of the Season, if the Veteran is not signed to a SPC by the Member, the Veteran shall be deemed a Restricted Free Agent and shall be entitled to seek and to secure offers of employment from other Members, subject to the following reserved rights:
 - i. When a Restricted Free Agent receives an offer to sign a SPC from an Offering Member other than the Member With Rights and the Restricted Free Agent desires to accept the Offer of an Offering Member, the Restricted Free Agent and the Offering Member shall, within twenty-four (24) hours, simultaneously deliver to the Member With Rights, the League, and the PHPA, a completed Offer Sheet in the form attached hereto as Appendix D. The terms stated in the Offer Sheet must be susceptible to being matched by the Member With Rights. The Member With Rights shall have seven (7) days after the date it receives the Offer Sheet to exercise its Right to Match, even if any part of the seven (7) day period extends beyond September 1. The Right to Match shall expire at 11:59 P.M. Eastern Time on the seventh (7th) day after it receives the Offer Sheet not counting the day of receipt. Once an Offer Sheet for a Restricted Free Agent has been received by the Member With Rights, the Member With Rights may not trade its Right to Match for such Restricted Free Agent during the seven (7) day period. After the Player has signed the SPC, the Player can be traded;
 - ii. If the Member With Rights gives the Restricted Free Agent and the Offering Member Notice of Exercise of Right to Match in the form attached hereto as Appendix E, such Restricted Free Agent and the Member With Rights shall be deemed to have entered into a binding agreement matching the Offering Member's Offer Sheet. The Member With Rights and the Veteran shall memorialize the agreement by the mutual execution of a SPC. The SPC between the Member With Rights and the Restricted Free Agent must match the Offer Sheet made to the Restricted Free Agent by the Offering Member;
 - iii. If the Member With Rights does not deliver a Notice of Exercise of Right to Match to the Restricted Free Agent and the Offering Member within the seven (7) day period, the Restricted Free Agent and the Offering Member shall be deemed to have entered into a binding agreement upon the terms contained in the Offer Sheet. The Offering Member and the Veteran shall memorialize the agreement by the

mutual execution of a SPC. The SPC between the Offering Member and the Restricted Free Agent must match the Offer Sheet made to the Restricted Free Agent by the Offering Member.

- iv. An Offer Sheet, once signed by the Veteran and the Offering Member shall be irrevocable. During the term of the resulting SPC, the Veteran must be paid no less than the amount of the Offer Sheet or be Released by the Member; and

- (4) If a Restricted Free Agent is not signed to either an Offer Sheet or a Standard Player Contract by a Member by August 31 at 11:59 P.M. Eastern Time, he shall be deemed an Unrestricted Free Agent and shall be entitled to seek and to secure offers of employment from any Member. An Unrestricted Free Agent shall not be subject to any Member's Rights.

D. Eligibility to Receive Release Costs

- (1) A Player that receives a Qualifying Offer has a right to certain payments ("Release Costs") as provided in Paragraphs D and E hereafter.
- (2) To receive Release Costs, a Qualified Player must have one of the following:
 - i. received and accepted a Qualifying Offer and signed a SPC with a Member With Rights; or
 - ii. received an Offer Sheet as a Restricted Free Agent and signed a SPC with an Offering Member; or
 - iii. received an Offer Sheet as a Restricted Free Agent and signed a SPC with his Member With Rights after such Member With Rights exercised its Right to Match;

and shall have all of the following:

- i. been Released by a Member; and
- ii. been in compliance with the terms of the SPC; and
- iii. have timely reported to the Member's Home Territory; and
- iv. not accepted employment with any other professional hockey team (excluding NHL/AHL recalls); and
- v. not been suspended.

E. Payment of Release Costs

Payment of Release Costs shall be the lesser of:

- (1) Twenty-one (21) days of Salary at the rate specified in the SPC if the Qualified Player is Released by the Member before the Member's Opening Day Roster is set, or
- (2) The difference between the Salary actually paid to the Qualified Player and twenty-one (21) days of Salary at the rate specified in the SPC if the Qualified Player is Released by the Member after Member's Opening Day Roster is set.

Section 4: Suspension of Operations

In the event a Member suspends operations for any reason during the Term, all Players on such Member's Active Roster who are signed to a SPC shall be deemed free agents as of the Date of Suspension of Business of a Member with the exception of Players used to fulfill outstanding future considerations for trades previously made by the Member. In the event the Date of Suspension of Business of a Member occurs during the Season, the Member shall continue to be liable to the Players for all obligations as provided herein and in the SPC until the Date of Suspension of Business of a Member. All Players not signed to a SPC by another Member shall be entitled to payment of expenses for return to his Domicile as provided in Article VIII, Section 3. If the League grants Voluntary Suspension to a Member, neither the League nor the Member shall incur any new obligation or responsibility under this CBA during the Voluntary Suspension. However, this provision shall not be interpreted to absolve the Member from any existing liability or responsibility that occurred or accrued prior to the grant of Voluntary Suspension by the League.

Section 5: Roster Changes

The ECHL and the PHPA recognize the need for proper filing of the ECHL Official Roster Change Form (attached hereto as Appendix B) and agree that the PHPA shall be notified within seventy-two (72) hours by email of all try-outs, SPC signings, Waivers, assignments by an NHL/AHL team, reassignments, suspensions, retirements, and SPC assignments. Such movement shall be confirmed by email to the PHPA of the ECHL Official Roster Change Form by the League.

Section 6: Discipline

A. League Suspension and Fine for Intentional Injury.

If a Player is fined or suspended by the League, the League shall immediately give notice to the Member and the PHPA. Upon receipt of such notification, the Member shall immediately give written notice to the Player. Such notice shall state the amount of the fine and/or duration of the suspension and the reason for the fine and/or suspension.

- (1) The Commissioner shall have the right in the exercise of his absolute discretion to discipline Players for violation of the Rules or the SPC. Fines up to and including One Thousand Dollars (\$1,000) or suspensions up to and including twenty (20) games per Player per incident shall be based on such investigation as the Commissioner deems appropriate and the fine and/or penalty imposed shall not be reviewable by any court or arbitrator or be the subject of a grievance. For suspensions ranging from five (5) to twenty (20) games, the Commissioner shall brief the Executive Director of the PHPA. Suspensions imposed by the Commissioner shall be in general accord with prior decisions for like conduct.
- (2) For any suspension that exceeds twenty (20) games, the Commissioner must hold a hearing upon adequate notice to the Player and the PHPA of the date and time of the hearing. The Player shall have the right to be represented by a

representative of the PHPA. Such hearing may be held in person or by teleconference. The decision of the Commissioner shall be final and binding upon all of the parties and shall not be reviewable by any court or be the subject of a grievance except for an abuse of discretion by the Commissioner.

- (3) For suspensions that the Commissioner determines are deliberate attempts to injure, the Player shall forfeit one (1) day's Salary for each game missed due to the suspension.

B. Member Suspension.

- (1) In the event a Player is fined/ suspended by a Member and remains on the Active Roster, the Member shall immediately give written notice to the Player and the PHPA. Such notice shall state the amount of the fine and/or the duration of suspension and the reason for the fine and/or suspension.
- (2) In the event a Player is suspended by the Member and is removed from the Active Roster during the suspension, the Player may not return to play for the Member issuing the suspension for a period of forty-five (45) days from removal from the Active Roster. A suspended Player who has been removed from the Active Roster during the suspension by a Member may be removed from suspension at any time to be traded or waived. If a Player leaves the Member or fails to report after a suspension, trade, or claim off Waivers, before the Deadline the Player must notify the Member, in writing, that he intends to play. The Member must then trade or Waive the Player on or before the Deadline or reinstate him on the last day of the Deadline. After written notification from the Player that he intends to play and by the Deadline or three (3) days after receipt by the Member of the notice of the intention to play from the Player, whichever is later, the Member must add the Player to its Active Roster, trade, Release, or waive the Player. If the Member does not add the Player to its Active Roster, trade, or Waive the Player, the Player shall become an Unrestricted Free Agent. If a Player leaves the Member or fails to report after a suspension, trade, Release, or claim off Waivers and does not notify the Member in writing that he intends to play before the Deadline, the Member shall retain the rights to the Player through and until the End of the Season.

Section 7: Scheduling

The League shall not permit more than three (3) consecutive games to be played in any three (3) consecutive days. Should a scheduling need arise that does not meet these parameters, the League shall seek the advice and consent of the PHPA, which shall not be unreasonably withheld.

Section 8: Game Day Travel

An overnight stay shall be required when the distance to be traveled one-way to a stand-alone game exceeds three hundred twenty-five (325) miles. The Member shall, whenever practical, for all other away games exceeding three hundred twenty-five (325) miles, either include a pre-game overnight stay or utilize a sleeper bus.

Section 9: Career Development

In the event a Member receives an executed try-out agreement from an affiliated AHL/NHL team, the Player shall be allowed to report to that team subject to the provisions of the SPC. The Player shall notify the Member of his assignment or recall prior to departure.

ARTICLE XI: HEALTH AND WELFARE

Section 1: Trust Contribution

A. During the Coverage Period, there shall be eight (8) equal contributions by each Member to the Trust in the monthly amount and total, as follows:

	<u>MONTHLY AMOUNT</u>	<u>TOTAL AMOUNT</u>
2013-14	\$4,835	\$38,682
2014-15	\$5,077	\$40,616
2015-16	\$5,330	\$42,646
2016-17	\$5,598	\$44,780
2017-18	\$5,877	\$47,018

The above contribution is based on an estimate of twenty (20) roster spots per Team. The Trust reserves the right to invoice a Member who, on average, exceeds twenty-two (22) roster spots over the course of a Season on a prorated basis. Such invoice shall be based on reconciliation by the Trust at the End of the Season.

The eight monthly contributions are payable on the first day of each month from October through May of each Season. On October 20th of each Season during the Term each Member will contribute Five Hundred Dollars (\$500) to the Surplus Fund Account for the benefit of the Trust.

The use of the Surplus Fund Account shall be governed by the Trustees of the Trust.

In the event the League conducts an All-Star Game and the PHPA requests, the League will donate one set of home and one set of away jerseys used in the All-Star Game for each Season during the Term to be sold in a manner agreed upon by the PHPA and the League, and the net proceeds will be contributed to the Trust.

B. The contributions by each Member provided in this Article shall be the maximum contributions required to be made by each Member to the Trust during the Coverage Period. The Trustees shall conform the Trust to limit the contribution to be made by each of the Members as hereinabove described. The Trustees will endeavor to purchase the best available coverage, benefits and duration based upon available premiums each year during the Term.

Section 2: Eligibility

A. During the Coverage Period each Season, each Player on an Active Roster or Injured Reserve shall be eligible to receive off-ice health insurance coverage, subject to the terms and conditions of the Trust. All Players on an Active Roster or Injured Reserve at the End of the Season shall continue to be eligible to receive off-ice health coverage until the conclusion of the Coverage Period. If a Player is Released by a Member, the Player shall have the right to continue his off-ice insurance coverage at his own expense, as provided by law.

B. Any Member's liability for any off-ice insurance coverage shall immediately cease on the day a Player is called up by an NHL/AHL team, and any such off-ice insurance shall immediately resume upon the Player's reassignment to the Member by the NHL/AHL team, regardless of the Player being added to the Member's Active Roster or Injured Reserve.

C. The League shall make best efforts to ensure that physicians provided by Members shall participate in the health and welfare plan adopted by the Trustees of the Trust and, where possible, provide such services on a discount or trade basis.

D. The PHPA shall use best efforts to encourage Players to utilize physicians participating in the health and welfare plan adopted by the Trustees of the Trust.

Section 3: Dental Care

A Member shall provide at a minimum one check-up per year, that may include x-rays where required, and cleaning with a dentist for each Player, Spouse, and all children, subject to a twenty-five dollar (\$25) co-pay for each person.

Section 4: Financial Statements

A. An audited financial statement of the PHPA / ECHL Health & Welfare Trust by an independent and accredited accounting firm shall be provided to the League and the PHPA within one hundred twenty (120) days from the end of the Trust's fiscal year.

B. All proposals outlining the off-ice health insurance coverage shall be reviewed by the Trustees of the Trust. In soliciting proposals, the Trustees will request that the broker obtain no fewer than three bona fide bids from insurance companies. The Trustees shall select the best-qualified bid, and approval by the Trustees shall be in writing executed by both Trustees of the Trust.

C. The Trustees shall obtain from the PHPA and the League such information as may be pertinent and useful in obtaining competitive bids in order to be able to select the best-qualified bid.

D. In the event the annual financial statements of the Trust describe a surplus, such funds shall remain the property of the Trust, as required by law and provided in the Trust.

E. Trust assets shall remain separate and distinct and shall be held under the terms of the Trust.

Section 5: Disputes Under Article XII

Any dispute relating to this Article shall be settled in accordance with Article XII and shall not be subject to any economic weapons, including lock-outs and /or strikes.

ARTICLE XII: FINAL AND BINDING ARBITRATION

Section 1: Definitions

Any dispute, controversy, claim or disagreement (1) arising out of or relating to this CBA, (2) arising out of or relating to the SPC or Addendum, if any, or any alleged breach thereof; (3) arising out of or relating to any term or condition of a Player's employment; (4) arising out of or relating to the PHPA; and/or (5) arising out of or relating to a Player and any Member and/or the League, shall be submitted to final and binding arbitration pursuant to the procedure set forth herein.

Section 2: Initiation

- A. A grievance may be initiated by the League or the PHPA only.
- B. A grievance must be initiated within ninety (90) days from the date of the occurrence or non-occurrence of the event upon which the grievance is based, or within ninety (90) 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. A Player need not be under contract to a Member at the time a grievance relating to him arises or at the time such grievance is initiated or processed.
- C. A party shall initiate a grievance by filing a written notice by email or fax with the other party. The notice shall specify the alleged action or inaction giving rise to the grievance.
- D. Players, coaches and general managers are encouraged in the event of any problems, grievances, questions, suggestions or concerns to discuss them. Furthermore, Players will not experience retaliation as a result of utilizing the Final and Binding Arbitration or discussing issues with higher management.

Section 3: Answer

The party served with a grievance will answer in writing by email or fax within twenty-one (21) days of receipt thereof. The answer will set forth admissions or denials to the facts alleged. If the answer denies the grievance, the specific grounds for denial will be set forth.

Section 4: Submission to Arbitrator

- A. Unless otherwise resolved, withdrawn, or the time period is extended by mutual agreement, all matters will be submitted by the Commissioner and the Executive Director, or their designees, within twenty-one (21) days of receipt of any answer.

B. Selection of a neutral arbitrator shall be from a panel designated in a side letter agreement between the parties and shall be on a rotating basis beginning with the first panel arbitrator. This rotation procedure can be changed if both parties agree to the selection of a particular neutral arbitrator for a particular dispute. Any individual on the panel may be removed, at the request in writing of either party. Upon removal, the party who originally selected that individual shall promptly select another neutral arbitrator for the panel.

C. If the parties cannot agree on the designation of the arbitrator, the dispute will be submitted for arbitration to the American Arbitration Association under its Labor rules and procedures.

Section 5: Hearing

A. The arbitrator shall have the authority to determine the procedural rules of arbitration and to make such binding orders to act effectively.

B. The record shall be closed at the end of the hearing unless the arbitrator orders to the contrary. If post-hearing briefs are permitted in a given case, they shall be filed within ten (10) days of the close of the hearing unless the parties agree to a different filing schedule.

C. All hearings shall be concluded no later than twelve (12) months after the date the grievance was filed, subject to Section 5 A. above.

Section 6: Arbitrator's Decision and Award

The arbitrator will issue a written decision no later than thirty (30) days of the close of the record. The decision of the arbitrator will constitute full, final and complete disposition of the grievance, as the case may be, and will be binding upon the Players and Members involved and the parties to this CBA; provided, however, that the arbitrator will not have the authority to add to, subtract from, or alter in any way the provisions of this CBA or any SPC or Addendum.

Section 7: Time Limits

The time limits set forth in this Article may be extended by the parties to the grievance by mutual agreement.

Section 8: Costs

Except as determined by the arbitrator, all hearing costs of arbitration, including the fees and expenses of the arbitrator, will be borne equally between the parties.

Section 9: Payment

If an award is made by the arbitrator, or a settlement is reached between the parties, payment will be made within thirty (30) days of the award or the settlement agreement. The time limit for payment may be extended by mutual consent of the parties or by a finding of good cause for the extension by the arbitrator.

ARTICLE XIII: PLAYER'S RIGHT TO MEDICAL CARE AND TREATMENT

Section 1: Athletic Trainers

A. Each Member shall make available a minimum of one (1) full-time Athletic Trainer and shall have its Athletic Trainer in attendance at each game played by the Member and at all Member practices. In addition, each Member will utilize its best efforts to ensure that its Athletic Trainer has at a minimum the supplies delineated in Appendix K, available in the Member's locker room.

B. Each Member shall maintain records and notes detailing for each Player any injuries reported by a Player to the Athletic Trainer and any treatment rendered by the Athletic Trainer together with any diagnostic tests, imaging studies, evaluation notes, reports and / or results supplied to the Member by any physician concerning each injured Player.

Section 2: Second Medical Opinion

A Player shall have the right to obtain a second medical opinion, provided that prior to obtaining a second medical opinion, the Player obtains written Member approval, which shall not be unreasonably withheld. In the event of a Waiver and after completion of an exit physical, a Player that believes he may be injured and requires a second medical opinion must inform the Member, the League, and the PHPA, by email or fax, by no later than 3:00 pm ET the day following the notice of Waiver to the Player. The Member shall pay the costs reasonably incurred by the Player for the second medical opinion. The Player will make best efforts to schedule an appointment for a second medical opinion within three (3) business days after receipt of written approval. Prior to the appointment, the Player shall request and the Member shall timely provide the medical records in possession of the Member. The appointment shall be made not later than ten (10) days after approval by the Member. Upon receipt, the Player shall furnish the Member with a copy of the second medical opinion report stating the diagnosis, examination, and course of treatment recommended by the Player's Physician. The Player agrees to have any resulting medical treatment recommended by the Player's Physician performed by the Member's Physician, unless otherwise agreed upon by the Player and the Member.

Section 3: Resolution of Conflicting Medical Opinions; Member Obligation Pending Resolution

A. If a Player shall have obtained a second medical opinion from a Player's Physician in accordance with the requirements of Article XIII Section 2, and the opinion of the Player's Physician is in conflict with the opinion of the Member's Physician regarding whether the Player is injured and physically unable to perform the hockey services required of him by his SPC, a Third Physician shall be selected ("Third Physician"). The selection of the Third Physician shall be made within three (3) business days after receipt by the Member of the second medical opinion. The PHPA, the League or the Member shall promptly confer and agree upon a Third Physician. The Third Physician must be available to act within a reasonable time after selection to concur with either the Member's Physician or the Player's Physician. It is the responsibility of the Third Physician to determine only whether the Player is injured and physically unable to perform the hockey services required of him by his SPC. The Member and the Player agree to be bound by the determination of the Third Physician, absent a showing of

improper interference with the procedures set forth herein.

B. The Member shall continue to provide the benefits required in Paragraph 7, INJURY, of the SPC ("Injury Benefits") until the Player shall have received a second medical opinion. In the event a Third Physician is consulted, the Injury Benefits shall be provided only in the event the Third Physician shall concur with the second medical opinion. The Member shall pay for the medical opinion provided by the Third Physician. If the second or third medical opinion agrees with the Member's Physician, Player will not be entitled to pay after the date of the second medical opinion.

C. If either the Player or the Member fails to timely comply with any of the requirements set forth in this Article, absent a showing of good cause, then such non-complying party shall be deemed to have waived further proceedings under this Article.

D. The Player and the Member shall fully cooperate, and shall cause their respective physicians to fully cooperate, for the purpose of making any and all medical records available to any physician who examines the Player pursuant to this Section.

Section 4: Right to Medical Records

After permission and direction by a Player to the team physician, a Member shall provide the Player with a copy of all medical records, including but not limited to exit physicals, within fourteen (14) days of the End of the Season or upon Player's Waiver or Release, whichever occurs first.

ARTICLE XIV: WORKERS' COMPENSATION

Section 1: Workers' Compensation As Required by Law

Workers' Compensation shall be provided by each Member for its Players as required by law. If the State in which the Home Territory is located does not require Workers' Compensation coverage for Players, the Member must provide similar insurance as is required by the State for other employees. If no such standard is mandated by State law, the League will mandate insurance coverage to be maintained by the Member for its Players. Except for the requirements of Article VIII, Section 5, Paragraph F. (3), Players must look exclusively to the Workers' Compensation insurance benefits for Off-Season compensation for injury.

Section 2: Medical Forms and Waiver of Medical Privilege

All Players shall complete all medical forms as required by the Member. Players shall disclose on the medical forms, to the best of his knowledge and belief, accurate and complete medical information that could impair his performance. Players shall permit medical staff contracted by the Member to perform a personal medical examination. Players shall permit medical staff to disclose medical information to the Member that could impair his performance. Member shall perform both entry and exit physicals and both shall be signed by the Player.

Section 3: Injury Report by a Former Player

With respect to a former Player, the PHPA shall, with consent of such Player, report injury related issues or concerns to the League and the Member in the form attached as Appendix O.

ARTICLE XV: MISCELLANEOUS

Section 1: Player Fines

All Player fines collected by the League paid directly by Players shall be collected, subject to a fifteen percent (15%) administration fee to defer the cost of collection, and the balance shall be paid to the PHPA at the End of the Season. The PHPA will use these funds for the ECHL Player's Hardship Fund.

The balance of the funds shall be deposited in a separate and distinct account which shall be co- managed by the Commissioner and the Executive Director to establish an ECHL Players' Hardship Fund. Such funds may be used to benefit the current/former Players. The Benefits shall include, but not be limited to, Player counseling or specific hardship circumstances as may be deemed appropriate. Expenditures from this account require mutual agreement of the League and PHPA.

Section 2: Christmas Break

No games, practices, travel or promotions of any type shall be scheduled during the Christmas holiday period as follows:

2013-14	Dec. 23, 24, 25
2014-15	Dec. 23, 24, 25
2015-16	Dec. 23, 24, 25
2016-17	Dec. 24, 25, 26
2017-18	Dec. 24, 25, 26

Provided further, when a Member returns from an away game or completes a home game just prior to the Christmas break, at least seventy-two (72) hours shall pass before having to either travel to or attend appearances, promotions, practice, or to play the next Regular Season game. The League will make best efforts to schedule games with the nearest Member the day preceding and following the above dates.

Section 3: Meetings

A. The PHPA may hold meetings with the Players of each Member during training camp and the Regular Season, provided the arrangements for each meeting have been approved by the Member involved and that no such meetings shall interfere with the training, practice or operation of the Member. Such approval shall not be unreasonably withheld.

B. The Members agree to allow the Player Representative, as elected by the Players, and his alternates from each Member to attend two (2) official meetings of the PHPA each year, provided such meetings are not in conflict with any Regular Season or Playoff game.

C. The Members agree to allow the Player Representative to schedule two (2) meetings per year with representatives of the PHPA in the Member or visiting Member dressing room either before or after a scheduled skate or practice. It is further provided that the Player Representative or the PHPA representative shall give the General Manager or Coach of the Member at least one (1) week's notice of the proposed meeting date.

Section 4: Transportation

Reimbursement for transportation (such as a taxi or a van) by a Player for booster club-sanctioned events, or Member required events including practice, games, worker's compensation medical care, or travel to/from the airport shall be pre-approved by the Member. In a bona fide emergency situation where prior approval is not reasonably possible, reimbursement shall be made to the Player.

Section 5: Employee Leasing

The League may use an employee leasing company and payroll service for payment of Salary to the Players and staff. Upon request, the employee leasing company and payroll service shall timely provide any necessary information to the PHPA. The use of an employee leasing company and payroll service by any Member and the League will not absolve or excuse that Member from any obligation created by this CBA or by the SPC. These provisions will not absolve the League or any Member for liability for improper collective actions which are not permitted by this CBA or by law.

Section 6: Membership Assistance Program

The League shall donate one (1) game worn Captain's jersey per Member per year by January 31st to the PHPA to help fund the Membership Assistance Program. The PHPA may sell these jerseys with the proceeds being deposited to the Health and Welfare Trust.

Section 7: Career Enhancement Program

During each year of the CBA the League shall contribute Seven Hundred and Fifty Dollars (\$750) per Member to further the PHPA Career Enhancement Program. The contribution will be paid on or before November 1 of each Season and will be used solely for the purpose of educating Players. The PHPA will provide to the League an annual recap of the Players and kind of assistance given.

Section 8: Drug Testing / Education / Sanctions

Drug testing, education and sanctions are issues that involve ongoing study. The ECHL and PHPA will continue to work jointly to educate and inform Players of the dangers of illegal drugs, including performance enhancing drugs, and will maintain and distribute a list of banned substances in the National Hockey League.

Section 9: Executive Director on Rules Committee

The PHPA Executive Director shall be a non-voting member on the Rules Committee of the ECHL.

Section 10: Equipment

It is the responsibility of the Member to provide each Player with all equipment, including skates, necessary and appropriate for professional hockey. Equipment must be fit for its intended use at a professional level and provide for the safety and well being of each Player, Equipment must be timely replaced as necessary so as to insure this provision is fully implemented.

Notwithstanding the above, Players who have been on an Active Roster or Injured Reserve for sixty (60) or more days during the Season, with the majority of time being spent on the Active Roster, who have not yet received a pair of skates, are entitled to at least one pair of skates provided by the Member.

ARTICLE XVI: CONCLUSION

This CBA, together with the Appendices attached hereto, constitutes the entire understanding of the parties, oral or written, between the Members and the PHPA. All other agreements executed by or on behalf of the Member and the PHPA are merged into and superseded by this CBA, and shall have no force and effect except as expressly provided herein. Further, no provision contained in this CBA or its terms shall be modified, altered, or amended except by express written consent of the parties hereto.

"PHPA": Professional Hockey Players'

Association

By:



Larry Landon, Executive Director

Date:

June 5, 2013

"ECHL" or "League": ECHL Inc.

By:



Brian McKenna, Commissioner

Date:

June 5, 2013

APPENDIX A: STANDARD PLAYER CONTRACT

This Standard Player Contract (“SPC”) is made and entered into as of the ____ day of ____ (“Execution Date”), by and between ____ (“Player”) and ____ (“Member”).

RECITALS:

1. The Member is a member of the ECHL Inc. (the “League” or the “ECHL”), a professional ice hockey league engaged in business throughout the United States.
2. The Player represents and agrees that he is an individual who has special and unique knowledge, skill and ability as a professional ice hockey player.
3. The Member desires to employ the Player to play professional ice hockey pursuant to the terms and conditions of this SPC.
4. The Player desires to accept employment with the Member to play professional hockey pursuant to the terms and conditions of this SPC.
5. This SPC is subject to the terms and conditions of the Sixth Collective Bargaining Agreement executed by the PHPA and the League and made effective as of the 1st day of July 2013 (“CBA”).

NOW, THEREFORE, in consideration of the mutual promises, premises and payments contained in this SPC, the Member and the Player agree as follows:

1. EMPLOYMENT AND SERVICES

- A. The Member employs Player as a skilled professional hockey player. The Player accepts such exclusive hockey employment with the Member. The Player further agrees not to play any other professional sport at any time during the Term of this SPC unless otherwise agreed in writing by the Member and the League.
- B. The Player agrees to give his best efforts and loyalty to the Member, and conduct himself on and off the ice according to the highest standards of honesty, morality, fair play and sportsmanship, and refrain from conduct detrimental to the best interest of the Member, the League or professional hockey generally.
- C. The Player will report promptly for and participate fully in the Member’s official training camp, all Member meetings and practice sessions, and all exhibition, Regular Season and Playoff hockey games scheduled for or by the Member and the League.
- D. In partial consideration for the compensation set forth below, the Player shall make public appearances at the request of the Member at reasonable times and places as the Member may desire.
- E. The Player understands and recognizes that he is competing with other Players for a position on the Member’s Active Roster within the applicable Player limits. If at any time, in the sole judgment of the Member, the Player’s skill and performance has not been satisfactory as compared to that of the other Players

competing for positions on the Member's Active Roster, then the Member may Release the Player and immediately terminate this SPC and the payments provided for herein.

- F. In addition to the foregoing, the Member may, at any time, terminate this SPC if the Member's management, in its sole opinion, determines that any of the following conditions exist:
- (1) The Player has failed, refused, or neglected to conform his personal conduct to standards of good citizenship, good moral character, or good sportsmanship;
 - (2) The Player has failed, refused, or neglected to keep himself in good physical condition or to obey the Member's training rules; or
 - (3) The Player has failed, refused, or neglected to render his services under this SPC or in any other manner has materially breached this SPC.
- G. All payments made under this SPC are in consideration of all the foregoing duties and obligations, including attendance at all medical and rehabilitation appointments as approved by the Member. This shall include, but not be limited to, payments made during a period of injury. Payments made during a period of injury are wages and not an advance payment of workers' compensation.

2. COLLECTIVE BARGAINING AGREEMENT

This SPC is subject to the terms and conditions set forth in the CBA. If there is any conflict between the SPC and the CBA, then the provisions of the CBA shall govern and supersede the conflicting provisions of the SPC.

3. TERM

The term of this SPC shall be from the later of the Execution Date or the commencement of the Season unless sooner terminated pursuant to the terms and conditions contained herein, but in no event shall it extend beyond the Member's last Regular Season or Playoff game, whichever is later ("Term"). For purposes of this SPC one (1) year means one Season rather than one calendar year.

4. COMPENSATION

- A. As compensation for services to be rendered by the Player pursuant to this SPC, the Member shall pay the Player the following Salary: \$ per week.
- B. The Member shall pay the Salary in consecutive weekly or bi-weekly installments following the commencement of the first Regular Season game or following the date of reporting, whichever is later, through the termination of this SPC.
- C. Partial Salary Payment and Severance Payment.
- (1) If a Player is terminated as specified in Paragraph 1(E) or 1 (F) of the SPC, the Player shall receive payment for each full week of service preceding the termination date which has not already been paid to the Player as of the date of termination. In addition, if the Player is terminated, he shall receive his pro-

rata share of the days he was employed during the week in which the termination occurred.

- (2) If a Player is terminated as specified in Paragraph 1(E) or 1 (F) of the SPC and has been on an Active Roster or Injured Reserve for a period of twenty- one (21) consecutive days during the Season, and the Player is not re-employed by a professional hockey team within fourteen (14) calendar days after the date of termination the Player shall receive Severance Payment.
 - (3) In the event a Player is claimed off Waivers by another Member and the Player declines employment at a Salary equal to or more than that paid at the time of Waiver, no Severance Payment shall be made. If a Player claimed off Waivers and (i) is not offered a SPC by the acquiring Member at a Salary equal to or more than that paid at the time of Waiver; or (ii) is signed and Waived by the acquiring Member; and (iii) the Player is not reemployed by a professional hockey team within fourteen (14) days; and (iv) such Player has been on an Active Roster or Injured Reserve for a period of twenty one (21) consecutive days during the Season, the Player shall be entitled to a Severance Payment from the acquiring Member.
 - (4) A Severance Payment shall not be made if a Player (i) requests retirement; (ii) notifies the Member, in writing, that he wants to be Released; or (iii) if a Player is on an Active Roster or on Injured Reserve at the End of the Season.
 - (5) "Severance Payment" shall mean payment equal to the Player's Salary as it existed on the date of termination for the lesser of fourteen (14) days or the number of days remaining in the Season. Such Severance Payment shall be made within seven (7) days following written notice from the Player to the Member that he was not reemployed by a professional hockey team for fourteen (14) calendar days following the date of termination. The Player's written notice shall be delivered to the Member within twenty-eight (28) days following the date of termination.
- D. In addition to the Salary, the Member shall, at its expense, provide the Player with suitable lodging in the Member's home city during the Regular Season and during the period of any Playoff games in which the Member is participating, as provided in the CBA.
- E. For all travel to away games during the Regular Season and Playoffs, the Member shall provide the Player with travel and lodging, if necessary, and a daily per diem food allowance as provided in the CBA.
- F. During training camp, the Member shall provide the Player with lodging and meals on a daily basis as provided in the CBA.

5. PHYSICAL CONDITION

The Player represents and agrees that he will present himself in good physical condition at the start of training camp. The Player further represents and agrees that he will maintain himself in good physical condition during the Term of this SPC. The Player agrees to undergo a complete physical examination by the Member's physician upon request during which the Player agrees to make full and accurate disclosure to the best of his knowledge of any physical and/or

mental conditions that might impair his performance under this SPC. The Player must permit the Member's medical personnel to discuss with the Member the Player's physical condition relative to his ability to play professional hockey. Upon the Player's request, the Member must disclose all of that Player's medical file.

6. PUBLICITY AND PROMOTION

- A. The Member recognizes that the Player owns exclusive rights to his individual personality, including his likeness. The Player recognizes that the League owns exclusive rights to its Member name, Member emblems, and Member logos and that the League licenses the use of to the Member, and that the Player wears these logos as a Player for the Member.
- B. The Player hereby grants to the Member and the League, during the Term of this SPC and thereafter, the right to permit or authorize any firm, person, or corporation registered with the League and the PHPA as more specifically provided in the CBA and as permitted by the PHPA on behalf of the Players to take and make use of any unaltered still photographs, motion pictures or electronic (including television) images of himself in uniform and agrees that thereafter all rights in such unaltered photographs, pictures and images (including the right to identify the Player by name) shall belong to the Member exclusively for the following: (i) use by the Member in telecasts, or any other media presentation(s), film or video documentaries or features, the principal purpose and focus of which is on the Member or game of hockey and not the individual Player (but excluding advertisements or promotion of commercial products or services), (ii) use by the Member in game programs, website, digital and social media, yearbooks, magazines, and the like, the principal purpose and focus of which is on the Member or game of hockey and not the individual Player, and (iii) use by the media for reportorial purposes.
- C. The Member hereby grants to the Player during the Term, and thereafter, the right to use the name of the Member (but not the Member or League logos, emblem or uniform unless otherwise agreed) to identify himself, truthfully, as a Player of the Member, past or present.

7. INJURY

Unless this SPC specifically provides otherwise, if a Player is injured in the performance of his services under this SPC and promptly reports such injury to the Member's physician or trainer, then (i) the Player will receive such medical and hospital care during the term of this SPC as the Member's physician may deem necessary and (ii) the Player will continue to receive his weekly Salary and CBA benefits for the Season of injury only and for no subsequent period covered by this SPC, as the Player is physically unable to perform the services required of him by this SPC because of such injury. If Player's injury in the performance of his services under this SPC results in his death, the unpaid balance of his yearly Salary for the Season of injury will be paid to his stated beneficiary, or in the absence of a stated beneficiary, to his estate.

8. RULES AND REGULATIONS

The Member and the Player severally and mutually promise and agree herein to be legally bound by the League Agreements, a copy of which shall be open and available for inspection by the Member and the Player at the League and at the main office of the Member. The Member and the League each may, from time to time during the continuance of this SPC, establish rules, regulations, and guidelines governing the conduct and conditioning of the Player, and it is hereby recognized and agreed by the Player that such rules shall form part of this SPC as fully as if herein written. For violation of the League Agreements or any other rules of the League or the Member, the Player may be fined or suspended. When a Player is fined or suspended, the Player shall be given written notice, via the Player's Member, stating the amount of the fine and/or the duration of the suspension and the reason therefore.

9. DISPUTE RESOLUTION

Any dispute between the Player and Member involving the interpretation or application of any provision of the SPC will be submitted to final and binding arbitration in accordance with the terms of the CBA, and if expired, the provisions hereof will continue to be applicable.

10. ASSIGNMENT OF STANDARD PLAYER CONTRACT

- A. The Player and the Member agree as follows: (i) that the Member shall have the right to sell, assign, exchange, and transfer the SPC, and the Player agrees to be bound by such sale, assignment, exchange, or transfer of the Player's services (any or all of the preceding events hereinafter referred to as a "SPC Assignment") to any other Member (the "Assignee Member"); (ii) that the Assignee Member shall honor the Salary stated in this SPC; and (iii) that the Player agrees to accept and be bound by such SPC Assignment and to perform faithfully and carry out the terms and conditions of this SPC with the same purpose and effect as if it had been entered into by the Player and the Assignee Member; provided, however that no such SPC Assignment shall be effective until the Player is paid by the Assignee Member the necessary travel expenses to report to the Assignee Member and until the Assignee Member agrees in writing to assume and perform all of the obligations and duties of the Member arising under or in connection with this SPC. If both of these conditions are not met within seventy-two (72) hours following the written SPC Assignment, the SPC Assignment shall become null and void.
- B. It is further mutually agreed that in the event of a SPC Assignment, the Member shall provide notice, delivered personally to the Player, advising the Player (i) of the name and address of the Assignee Member; (ii) of the requirement that the Player report to the Assignee Member in accordance with instructions from the Assignee Member but no later than seventy two (72) hours from receipt of the notice; (iii) of information regarding available travel arrangements to the Assignee Member. Immediately before or after notice to the Player, the Member and Assignee Member shall execute a trade form, and conference with the League for approval. Upon League approval, the League shall promptly advise the PHPA by email of the SPC Assignment.

11. CAREER DEVELOPMENT

- A.** Recall to an NHL/AHL Team Having an Affiliation with the Member.
 - (1) If a Member has an affiliation agreement with an NHL/AHL team, a Player may be recalled on receipt by the Member of an executed try-out agreement. The Player shall be allowed to report to that team.
 - (2) If a Player is signed to an NHL contract or a one-way AHL contract, the Player may report to the NHL/AHL team upon notification to the Member of his recall prior to departure.
- B.** Recall to an NHL/AHL Team That Does Not Have an Affiliation with the Member. If the Member or the Player receives a try-out offer from an NHL/AHL team with no affiliation with the Member, the Player agrees he shall not accept the try-out offer until the Member has received a Five Hundred Dollar (\$500) development fee from the non-affiliated AHL/NHL team for each call-up.

12. ENTIRE AGREEMENT

This SPC, including any attachments to it, sets forth the entire agreement between Player and Member, and there are no oral or written inducements, promises or agreements except as attached and approved by the League in writing.

13. EXECUTION AND FILING REQUIREMENTS: BINDING EFFECT

- A.** The Member and the Player shall each execute this SPC, the SPC Assignment, if any, and any Addendum.
- B.** All SPC documents must be signed by the Player and, on behalf of the Member, the Coach or General Manager, and Governor, Alternate Governor, or designee. This SPC will be valid and binding upon the Player and the Member immediately upon execution, but is subject to League approval. A copy of this SPC including any Addendum will be filed by the Member with the League by fax or email within twenty-four (24) hours after execution. The League shall email to the Member and the PHPA a scanned electronic copy of the approved SPC within two (2) business days of receipt, unless the League is investigating the SPC as hereinafter provided. If the League has not given (i) notice of disapproval of the SPC, or (ii) notice of an extension of the period of investigation, the SPC shall be deemed to be approved within ten (10) business days of receipt by the League.
- C.** The League shall have the right to disapprove this SPC on reasonable grounds, including, but not limited to, an attempt by the parties to abridge or impair the rights of any other Member, uncertainty or incompleteness of rights and obligations, or conflict between the terms of this SPC and the CBA or the League Agreements. Upon the receipt of notice of disapproval and termination, the Member and the Player will be relieved of their respective rights and obligations under this SPC.

- D. No SPC, SPC Assignment, or any Addendum hereto or thereto shall be effective until the same has been filed with and approved by the League. Once approved by the League, the SPC shall be binding on the Member, the Player, and any assignee. While the League does have a right of approval of this SPC, the League is not a party to this SPC and has no liability or responsibility for the payment to the Player of wages, reimbursement of expenses, or otherwise.
- E. This SPC is a legal document, which governs the respective rights and obligations of the Player and the Member during the Term of the SPC. The Player is urged to review carefully each provision of this SPC.

14. HEADINGS

The headings in this SPC are for purposes of reference only and shall not limit or otherwise affect the meaning thereof.

15. NOTICES

All notices that may be given in connection with this SPC shall be delivered personally, or mailed, postage prepaid by certified or registered mail to the Player's last known address as may be designated in writing from time to time.

16. DEFINITIONS

Unless otherwise specifically stated herein, the terms used in this SPC shall have the same meaning as those terms are defined in the CBA.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have signed this ____ day of

_____.

Print Player Name:

Street Address:

City: _____ Prov/State: _____ Zip Code:

Telephone: (____) _____ - Age: _____ Birthdate: ____/____/____

Player Signature:

Print G.M. Name:

=====

G.M. Signature:

Print Governor Name: _____
(Alternate or Designee)

Governor Signature: (Alternate or Designee)

Approved by League: _____

Date Approved: ____/____/____ Date SPC Received: ____/____/____

After execution of this SPC by the Player and the Member, it shall be emailed to the League. Upon approval, the League shall email a copy to the Member and the PHPA within two (2) business days.

APPENDIX B: 2013-2018 ECHL OFFICIAL ROSTER CHANGE FORM

MEMBER			
ADD <input type="checkbox"/>	DELETE <input type="checkbox"/>		
		PLAYER NAME	NO.
			POSITION
AS OF (DATE/TIME):			
		EFFECTIVE DATE	TIME OF TRANSFER
DID PLAYER PRACTICE WITH YOUR CLUB?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
TIME PLAYER WAS ADVISED OF TRANSFER:		BEFORE NOON <input type="checkbox"/>	AFTER NOON <input type="checkbox"/>

FOR ALL NEW PLAYERS ADDED TO YOUR ROSTER, A COMPLETED PLAYER BACKGROUND AND SIGNED SPC OR TRYOUT AGREEMENT MUST BE FAXED OR EMAILED WITH THIS FORM BEFORE PLAYING IN HIS FIRST GAME

ADDING A PLAYER (CHECK ONE)

<input type="checkbox"/> ASSIGNED/RETURNED FROM NHL/AHL (LIST TEAM AND LEAGUE)	
<input type="checkbox"/> SIGNED ECHL SPC (ATTACH COPY OF SPC & P-1 VISA)	TEAM
<input type="checkbox"/> SIGNED TRYOUT AGREEMENT (ATTACH TRYOUT AGREEMENT)	
<input type="checkbox"/> ADDED TO TRAINING CAMP OR PLAYOFF ROSTER	
<input type="checkbox"/> CLAIMED OFF WAIVERS	
<input type="checkbox"/> ACTIVATED FROM RESERVE OR INJURED RESERVE	
<input type="checkbox"/> TEAM SUSPENSION LIFTED	LEAGUE
<input type="checkbox"/> RETURNED FROM BEREAVEMENT OR PLAYER LEAVE	
<input type="checkbox"/> TRADED FROM (LIST MEMBER)	
<input type="checkbox"/> ADDED AS EMERGENCY BACKUP GOALTENDER	

DELETING A PLAYER (CHECK ONE)

<input type="checkbox"/> RECALLED/LOANED TO NHL/AHL (LIST TEAM AND LEAGUE)	
<input type="checkbox"/> PLACED ON INJURED RESERVE (ATTACH IR FORM & DOCTOR'S NOTE)	TEAM
<input type="checkbox"/> PLACED ON RESERVE	
<input type="checkbox"/> SUSPENDED BY MEMBER (ATTACH SUSPENSION NOTICE)	
<input type="checkbox"/> TRADED TO (LIST MEMBER)	
<input type="checkbox"/> RELEASED OR WAIVED (ATTACH COPY OF P-1 VISA)	
<input type="checkbox"/> PLACED ON BEREAVEMENT OR PLAYER LEAVE	LEAGUE
<input type="checkbox"/> RETIRED (COMPLETE ECHL RETIREMENT FORM)	
<input type="checkbox"/> RELEASED AS EMERGENCY BACKUP GOALTENDER	

	WITH	
(TYPE OF CONTRACT – NHL, AHL, ECHL, OR TRYOUT)		MEMBER
COACH / GM SIGNATURE		DATE

***** YOU MUST COMPLETE THE INFORMATION BELOW WHEN ADDING A NEW PLAYER TO YOUR ROSTER *****

DATE OF BIRTH	HEIGHT	WEIGHT	SHOOTS/CATCHES	PLACE OF BIRTH
CITIZENSHIP	PREVIOUS CLUB/LEAGUE			

*****FAX OR EMAIL COPY TO ECHL LEAGUE OFFICE*****

APPENDIX C: QUALIFYING OFFER

To: Player's Name _____ Date: _____
Last known Email Address: _____
If no email, last known street address: _____

Member hereby offers to enter into an SPC with Player containing the following terms:

Upcoming Season: _____

Weekly Salary: \$_____

If there are any additional terms they must be clearly specified in an Addendum which must be attached hereto and this box must be checked: ☐ This offer will remain open until 11:59 p.m. ET on August 1.

This is NOTICE that certain exclusive negotiation rights have been retained by the Member, as more specifically provided in the CBA, Article X.

If the foregoing terms are accepted by the Player, execution of this Qualifying Offer by the Player on or before 11:59 p.m. ET on August 1 will be deemed to constitute a binding SPC between the Member and the Player, which the Member and the Player agree to execute.

GENERAL MANAGER: _____	GOVERNOR, ALTERNATE GOVERNOR, DESIGNEE: _____
(Print Name)	(Print Name)
_____ (Signature)	_____ (Signature)

PLAYER'S ACCEPTANCE OF QUALIFYING OFFER

To: (Team Name) _____ Date: _____
(Address) _____

I hereby accept this Qualifying Offer, agree to its terms, and will email, fax or mail this Qualifying Offer to the Member on or before 11:59 p.m. ET August 1. I agree to execute an SPC conforming to these terms.

PLAYER: _____ SSN: _____

ADDRESS: _____ CITY: _____

STATE/PROVINCE: _____ TELEPHONE: _____ AGE: _____

PLAYER: _____
(Signature of Player)

After execution by the Player and the Member, the Member shall fax or email to the League

APPENDIX D: OFFER SHEET

TO: PLAYER'S NAME _____ DATE: _____

ADDRESS _____

TO: MEMBER WITH RIGHTS _____

ADDRESS _____

Offering Member hereby offers to enter into a SPC with Players containing the following terms:

Upcoming Season: _____

Weekly Salary: _____

If there are any additional terms they must be clearly specified in an Addendum, which must be attached hereto, and this box must be checked: ☐

Player and offering Member hereby accept and agree to the terms contained in the attached Offer Sheet and any Addendum. Execution of this Offer Sheet will be deemed to constitute a binding SPC between the Offering Member and Player, which Player and Offering Member agree to execute. This document must be signed by the Player and the Offering Member's General Manager and its Governor, Alternate Governor, or their Designee to be effective. A copy must be faxed to the Member With Rights, the League, and the PHPA upon execution. The Member With Rights shall have seven (7) days after the date it receives this Offer Sheet to exercise its Right to Match.

PLAYER: _____ SSN: _____

ADDRESS: _____ CITY: _____

STATE/PROVINCE: _____ TELEPHONE: _____ AGE: _____

PLAYER: _____
(Signature of Player)

OFFERING MEMBER:

GENERAL
MANAGER: _____
(Print Name)

(Signature)

GOVERNOR,
ALTERNATE
GOVERNOR,
DESIGNEE: _____
(Print Name)

(Signature)

APPENDIX E: NOTICE OF EXERCISE OF RIGHTS TO MATCH

TO: PLAYER'S NAME _____ DATE: _____
ADDRESS _____

TO: MEMBER WITH RIGHTS _____
ADDRESS _____

Member hereby accepts and matches the attached Offer Sheet dated _____ and any Addendum and agrees to such terms, Execution of this Notice of Exercise of Right to Match will be deemed to constitute a binding Standard Player Contract between Member and Player, which Member agrees to execute. This document must be signed by the General Manager and one of the Governor, Alternate Governor, or their Designee to be effective. A copy must be faxed to the League and the PHPA before the deadline.

GENERAL MANAGER:	GOVERNOR, ALTERNATE GOVERNOR, DESIGNEE:
_____	_____
(Print Name)	(Print Name)
_____	_____
(Signature)	(Signature)

APPENDIX F: PREVIOUS SEASON'S AVERAGE WEEKLY SALARY

Examples of Calculation

Example #1:

Player was on a SPC with a Member for the Regular Season at a Salary of \$700. The Player's Salary never changed during the Regular Season.

The Previous Season's Average Weekly Salary for the Player in this example is \$700.

Example #2:

Player was signed to a SPC in the preceding Season with the Member on December 11, 2013, and then signed a new SPC with the Member during the Regular Season on March 5, 2014, as follows:

<u>Dates Player with Member</u>	<u># Days</u>	<u>Salary</u>
Dec. 11, 2013 – March 4, 2014	85 days	\$500
March 5, 2014 – April 3, 2014	<u>30 days</u>	\$600
Total # days on an SPC	115 days	

The calculation for the above example is as follows:

$$[(\$500 \times 85 \text{ days}) + (\$600 \times 30 \text{ days})] / 115 \text{ days} = \$526.09$$

The Previous Season's Average Weekly Salary for the Player in this example is \$526.09.

APPENDIX G: ECHL/PHPA WALK-THROUGH CHECKLIST

Players:

Apartment #:

Address:

	SATISFACTORY CONDITION ON ARRIVAL						SATISFACTORY CONDITION ON DEPARTURE						NOTES/COST OF REPAIR
	YES			NO			YES			NO			
LIVING ROOM													
Floors, Walls & Ceiling													
Window, Window Coverings & Drapes													
Light Fixtures													
Screens, Doors & Locks													
Closet													
Furniture (Lamps, Tables, Chairs, Sofa)													
Fireplace													
Television													
Other													
KITCHEN													
Floors, Walls & Ceiling													
Light Fixtures													
Cabinets & Counters													
Stove/Oven, Microwave													
Refrigerator													
Dishwasher													
Sink & Plumbing													
Windows, Screens & Doors													
Accessories													
Other													
DINING ROOM													
Floors, Walls & Ceiling													
Light Fixtures													
Windows, Screens & Doors													
Furniture (Table, Chairs, Stools)													
Other													
BATHROOM(S)	Bath 1		Bath 2		Bath 3		Bath 1		Bath 2		Bath 3		
	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	
Floors, Walls & Ceiling													
Windows, Doors & Locks													
Light Fixtures													
Bathtub/Shower													
Sink & Plumbing													
Toilet													
Closet													
Mirrors													
Other													

[cont.]

	SATISFACTORY CONDITION ON ARRIVAL						SATISFACTORY CONDITION ON DEPARTURE						NOTES/COST OF REPAIR
	YES			NO			YES			NO			
	BedRm 1	BedRm 2	BedRm 3	BedRm 1	BedRm 2	BedRm 3							
BEDROOM(S)													
	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	
Floors, Walls & Ceiling													
Windows, Doors & Locks													
Drapes/Blinds/Screens													
Light Fixtures													
Bed													
Furniture (Chairs, Tables, Chests)													
Mirrors													
Closet													
Other													
MISCELLANEOUS													
	SATISFACTORY CONDITION ON ARRIVAL						SATISFACTORY CONDITION ON DEPARTURE						
	YES			NO			YES			NO			
Heating/Air Conditioning													
Lawn/Garden													
Patio/Terrace/Deck, etc.													
Basement													
Stairs & Hallway													
Other													

Use this space to provide any additional explanation (use attachment if necessary):

Member/Player Arrival Checklist completed on _____, 20____ and approved by:

Member Rep. Signature: _____	Print Name: _____
Player Signature: _____	Print Name: _____
Player Signature: _____	Print Name: _____
Player Signature: _____	Print Name: _____
Player Signature: _____	Print Name: _____

Member/Player Departure Checklist completed on _____, 20____ and COST OF ALL REPAIRS \$_____ agreed to be paid for by:

Member Rep. Signature: _____	Print Name: _____
Player Signature: _____	Print Name: _____
Player Signature: _____	Print Name: _____
Player Signature: _____	Print Name: _____
Player Signature: _____	Print Name: _____

1 Copy provided to Player(s) upon completion of arrival checklist
1 Copy provided to Player(s) upon completion of departure checklist

**APPENDIX H: PHPA
AND ECHL LOGOS**



APPENDIX I: NOTICE SIGNAGE

NOTICE

THE UNAUTHORIZED USE OF PLAYER LIKENESS AND/OR CLUB LOGOS FOR COMMERCIAL PURPOSES, INCLUDING PHOTOGRAPHS, IS STRICTLY PROHIBITED!

(Excluding Editorial Uses)

**BY ORDER OF THE COMMISSIONER OF THE
ECHL**

**AND THE EXECUTIVE DIRECTOR OF THE
PROFESSIONAL HOCKEY PLAYERS' ASSOCIATION**



APPENDIX J: GROUP LICENSING AUTHORIZATION (GLA) FORM

By signing this form, the Player exclusively authorizes the Professional Hockey Players' Association (PHPA) to use, license and sub-license the use of his name, signature, facsimile signature, picture, biographical sketch, playing record and likeness, as a Member or past Member of the PHPA.

It is understood that this Authorization extends only to the PHPA's use of such rights in groups of THREE (3) or more Players who have executed a PHPA Group Licensing Authorization Form.

It is further understood that the PHPA will not grant a license involving a personal endorsement by any Player. Any person, firm, or corporation desiring to obtain an individual endorsement from any Player(s) must obtain the personal approval of such Player(s) and make separate arrangements for payment directly to each Player(s).

The undersigned hereby agrees to inform the PHPA of any individual contract which he has entered into or may enter into for the individual endorsement of any product or service. To the extent it is informed that any such individual contract is exclusive, the PHPA agrees to exclude the rights covered by such an individual contract from any specific license which it may grant to others in the future under this authorization.

Except for the PHPA trading card licenses, individual team licenses, and any other group licenses where over twenty (20) PHPA Members are included and featured with equal prominence, the undersigned and his agent of record will be notified in writing of each group license the Player may be included in, so that he can notify the PHPA if he has a conflict and prefers to opt-out of the proposed license.

All revenues received by the PHPA from the marketing and/or licensing of the group rights granted herein will be accounted for by the PHPA in its normal accounts. The PHPA's Board of Directors shall authorize and direct the use of all revenues received.

This exclusive Authorization is for a twenty (20) year period, commencing on the date executed below.

Date Signed: M /D /Y

SIGNATURE/AUTOGRAPH

(Sign in the center of box)

X

Any changes to your personal information should be made by contacting the PHPA at 1-800-565-0716 or [email: phpa@phpa.com](mailto:phpa@phpa.com).

Address only changes can be made on-line, within the Players' Only Website at: <http://players.phpa.com>

APPENDIX K - ECHL Supply List

The home Member shall be responsible for providing the following in terms of equipment, supplies, and services in connection with all home games:

1. **Laundry** - the home Member is required to provide initial laundry considerations on all game days (which consists of one set of underwear and one set of sweaters and socks).
2. **Stick Boys** – for each game, the home Member must provide at least one (1) stick boy (assigned to each locker room), available at least two (2) hours prior to the scheduled puck drop.
3. **Medical Personnel / Equipment** – an Emergency Medical Technician (EMT) must be present for all ECHL games. All Members must also have a working defibrillator present for each home game as well as a stretcher available at all times. As an added safety precaution, if available, it is suggested that the home Member provide air splints and a cervical collar at ice level as well.
4. **Equipment / Supplies** - the home Member is responsible for providing the following items:

(a) **Game Night Locker Room**

- i. Towels - 30 shower towels and 20 game sweat towels
- ii. Stick tape – 12 rolls each of black, white and clear tape
- iii. Stick tools –
 1. One torch with self-igniting head
 2. One rasp and one saw w/ sharp blade
 3. One can of black spray paint
 4. One industrial heat gun and glue stick
 5. Two screw drivers (one flathead and one Phillips head)
- iv. Food and Beverage –
 1. Three ten-gallon coolers (one with ice for drinks, one filled with water, and one filled with sports drink), along with 200 cups
 2. One commercial 12-cup coffee machine, along with creamer, sugar and 50 coffee cups
 3. One case of water (20 oz. bottles), one case of sports drink, and soda (sports drink and soda recommended only)
 4. One menu for post-game meal (must have pasta option)
 5. 50 pieces of chewing gum
- v. Hockey-related equipment –
 1. One glove dryer (PVC/hairedryer type or purchased)
 2. One coach's dry erase board, one blank dry erase board, and one dry erase marker/pen
 3. Two full-size industrial fans, to be left in locker room for entire visit

vi. Toiletries –

1. Liquid body wash (no bars), one bottle each of shampoo, hand lotion, mouthwash, and baby powder, and one container of q-tips
2. Two cans of shaving cream and 12 razors (at least dual blade)
3. Two cans of antiperspirant
4. One bottle of hair gel and two hair brushes

(b) **Player Benches**

- i. Towels – eight bench towels to start, four new ones to start each period (2nd, 3rd, Playoff OT)
- ii. Beverages – 20 water bottles and four bottles filled with sports drink
- iii. 10-gallon cooler of ice water and small ice chest with two bags of ice
- iv. Two rolls each of black, white and clear tape, and rub stick
- v. One biohazard bag

(c) **Game Night Penalty Box (each)**

- i. Two towels
- ii. One bottle of water and one bottle of sports drink
- iii. One roll each of black, white and clear stick tape
- iv. Small ice chest w/ two bags of ice

(d) **Training Room**

- i. Six rolls of 1.5 inch trainers, three rolls of pre-wrap, one can each of adhesive spray and adhesive remover, and Flexi-wrap with handle
- ii. One 4-pack hydro collator, four hot pack covers, one 10-gallon container of ice for treatment, ice bags, and an ice scoop
- iii. One padded treatment table and one professional grade exercise bike
- iv. One biohazard bag and one sharps container
- v. One theraball exercise ball (70 cm), one six-inch foam roll, one three-inch foam roll
- vi. 10 treatment towels
- vii. One clock



APPENDIX L: ECHL/PHPA
TRAVEL HOME ADVANCE FORM



MEMBER: _____

PLAYER NAME: _____

TRAVELLING FROM: _____

TO: _____

MILEAGE

Number of Miles

.20 per mile

_____ x _____ = \$ _____

LODGING

Number of days lodging
cost to be incurred

\$85 per day

_____ x _____ = \$ _____

MEALS

Number of days in travel
status

**Per diem as
per CBA in
each year of
the Term**

_____ x _____

Number of people in
travel status



_____ x \$ _____ = \$ _____

OTHER COSTS

(U-Haul and Fees)

= \$ _____

TOTAL ADVANCE

= \$ _____

THE PLAYER SHALL BE RESPONSIBLE TO TRAVEL AT LEAST FOUR HUNDRED AND FIFTY (450)
MILES PER DAY AND ALL OTHER GUIDELINES AS OUTLINED IN THE CBA SHALL REMAIN IN EFFECT.

PLAYER SIGNATURE _____ DATE: _____

MEMBER APPROVAL _____ DATE: _____

APPENDIX M: **PLAYER RETIREMENT FORM**

Date: _____

Team: _____

Player: _____

The ECHL Playing Rules state:

A Player who retires during the Regular Season will be ineligible to play in the League during the remainder of that Season, including Playoffs. A Player who retires in the Off-Season may not return to the League during the subsequent Regular Season and/or Playoffs. Notice of retirement must be submitted to the League on a League Retirement Form.

By signing below, both the retiring player and team representative (General Manager or Head Coach) acknowledge, understand and agree to the terms of retirement as stated above.

Player (Print Name): _____

Player (Signature): _____

Date: _____

Team Coach/G.M. (Print Name): _____

Team Coach/G.M. (Signature): _____

Email copy to the League and the PHPA

APPENDIX N: SALARY CHANGE FORM

ECHL 2013-2018 SALARY CHANGE FORM

Date: _____

Member (team): _____

Player: _____

Please be advised of the following Salary change for this Player:

Current Weekly Salary: \$ _____

New Weekly Salary: \$ _____

Qualified Salary (if applicable): \$ _____

All changes involving a SPC must be accompanied by this form. A copy of this form must also be provided to the Player. In addition, a copy of this form must be faxed or e-mailed to the League immediately after execution. The League will forward a copy of this form to the PHPA. Failure to submit or distribute this form as required may result in a Salary Cap violation and/or Member fine. Members MAY NOT retroactively increase a Player's Salary based on previously available Salary Cap space. Salary changes must be effective as of the current date. This form does not otherwise modify, alter or amend the SPC which remains in full force and effect.

Signed: _____ Governor/G.M./Coach

_____ Player

For League Office Use Only



Copy Received

Email copy to League

APPENDIX O: Injury Report by Former Player

Date of Report: _____

Player: _____

Current Address: _____

E-Mail: _____

Phone Number: _____

ECHL team(s): _____

Place/Date/Injury(ies), including cause and nature of the injury: _____

I believe the above information to be accurate and authorize the PHPA to forward this completed form to the ECHL and my former ECHL teams.

Date: _____

Player

Address

State/Province/Postal Code

Date of Birth