

**AGREEMENT**

**Between**

**National Hockey League**

**and**

**National Hockey League Officials' Association**

**2010 - 2014**

TABLE OF CONTENTS

	<u>Page No.</u>
1. RECOGNITION.....	1
2. TERM .....	1
3. MEMBERSHIP IN THE ASSOCIATION.....	1
4. NO STRIKE OR LOCKOUT; NO DISCRIMINATION.....	1
5. SALARIES AND NUMBER OF GAMES - NHL.....	1
6. PLAYOFF FEES.....	2
7. PLAYOFF INDEMNIFICATION .....	4
8. MINOR LEAGUE ASSIGNMENT.....	5
9. PRESEASON GAMES .....	5
10. SPECIAL EVENTS.....	6
11. INTENTIONALLY OMITTED .....	N/A
12. EVALUATIONS.....	9
13. RELEASE FROM EMPLOYMENT.....	7
14. SEVERANCE .....	12
15. YEARS OF SERVICE .....	14
16. PENSION.....	14
17. MEDICAL (EHC) AND DENTAL INSURANCE.....	16
18. DISABILITY, LIFE AND AD&D INSURANCE.....	17
19. DISABLED OFFICIALS.....	17
20. OTHER BENEFITS.....	18
21. TRANSITIONAL LINESMEN.....	20
22. INTENTIONALLY OMITTED .....	N/A
23. PLAYER WORK INTERRUPTION.....	21
24. MINOR LEAGUE POLICY .....	22

25.	STATUS AS NHL OFFICIALS.....	24
26.	TRAVEL AND EXPENSES .....	25
27.	AIR TRAVEL.....	26
28.	CONDUCT OF OFFICIALS .....	29
29.	TRAINING CAMPS.....	32
30.	GRIEVANCE PROCEDURE.....	33
31.	EQUIPMENT .....	34
32.	GAME TICKETS.....	35
33.	CURRENCY.....	35
34.	MARKETING.....	35
35.	OTHER PROVISIONS.....	36

## **PREAMBLE**

This Agreement is made as of the 15<sup>th</sup> day of February, 2011, between the National Hockey League (“NHL” or “League”) and the National Hockey League Officials’ Association (“NHLOA” or “Association”).

### **1. RECOGNITION**

The NHL recognizes the NHLOA as the exclusive bargaining representative for all on-ice officials employed by the National Hockey League, but not including supervisory officials.

### **2. TERM**

This Agreement shall be effective as of September 1, 2010, and will expire on August 31, 2014 except as may be extended pursuant to section 23 hereof.

### **3. MEMBERSHIP IN THE ASSOCIATION**

Any referee or linesman hired by the NHL after the date of execution of this Agreement shall become and shall be deemed to be a member of the Association within 30 days of his date of hire and shall thereafter be obliged to pay dues to the Association, which dues as set by the Association shall be deducted from each official’s salary by the NHL upon receipt of a signed authorization form acceptable to the NHL and shall be remitted to the Treasurer of the Association. Any referee or linesman who assumes supervisory responsibilities shall resign from the Association.

### **4. NO STRIKE OR LOCKOUT; NO DISCRIMINATION**

Neither the Association nor any official shall engage in any strike or withholding of services, nor shall the League lock out any official during the term of this Agreement. Any breach of this covenant by an official shall be cause for his release from employment. Any proven violation of this section or proven threat of same by the Association, any official, or the League, shall constitute sufficient grounds for a mandatory injunction to compel compliance with this section in the appropriate federal, provincial, or state court.

Neither the NHL nor the NHLOA shall discriminate or retaliate against any current or future official on the ground that he did or did not strike, or did or did not work as a replacement official during an otherwise permissible work stoppage.

### **5. SALARIES AND NUMBER OF GAMES - NHL**

- (a) Referees - Salaries for work in the preseason and regular season will be as set forth in Exhibit A.
- (b) Linesmen - Salaries for work in the preseason and regular season will be as set forth in Exhibit B.
- (c) Number of Games Worked - The salary scales in Exhibits A and B are based on the applicable number of preseason games prescribed in section 9 (Preseason Games) for both referees and linesmen and 73 regular season games worked by a referee and

75 regular season games worked by a linesman. In the event a referee works more than 73 games in the regular season, he shall be paid an additional 1/73<sup>rd</sup> of his salary for each additional game worked. If a linesman works more than 75 games in the regular season, he shall be paid an additional 1/75<sup>th</sup> of his salary for each additional game worked.

- (d) No additional salary will be paid in respect of any preseason or regular season games that are decided in overtime or shootout.
- (e) Each official who is being paid salary in Canadian dollars shall receive a currency equalization payment of \$4,500 CDN but only in the event the average currency exchange rate for the year is below \$0.90 USD for the 2010-11 or 2011-12 seasons and below \$0.95 USD for the 2012-13 or 2013-14 seasons. The calculation will be based on the average currency exchange rate for the period of July 1 through June 30 each year and, if payable, would be paid to eligible officials by no later than July 15<sup>th</sup> following each season.
- (f) The years of service for salary purposes of each official is set forth in Exhibit C, which exhibit shall be updated at the outset of each season and shall measure years of service prospectively.
- (g) If an NHL official is injured such that it causes him to miss seventeen (17) consecutive days anytime from the first day of the NHL regular season until the last day of the NHL regular season, his maximum number of games worked for full season salary purposes, as referenced in section 5(c) above, shall be reduced by the same percentage as the percentage of days missed due to injury is to the total number of days in the NHL regular season.

**6. PLAYOFF FEES**

- (a) In each year, the following amounts will be paid to officials who are selected to work in the playoffs (but not to those officials selected to serve as standby alternates):

<b>Referees</b>	<b>Linesmen</b>
\$18,250 USD per round worked	\$12,100 USD per round worked

- (b) The minimum number of officials who are selected to work in the playoffs or serve as a standby alternate based upon the existing playoff format shall be as follows:

	<u>Referees</u>	<u>Linesmen</u>
Conference Quarter-Finals	22 officials, including: 20 working officials 2 standby alternates	22 officials, including: 20 working officials 2 standby alternates
Conference Semi-Finals	14 officials, including: 12 working officials 2 standby alternates	14 officials, including: 12 working officials 2 standby alternates

	<b>Referees</b>	<b>Linesmen</b>
Conference Finals	9 officials, including: 8 working officials 1 standby alternate	9 officials, including: 8 working officials 1 standby alternate
Stanley Cup Final	4 officials, including: 4 working officials No standby alternates	4 officials, including: 4 working officials No standby alternates

Should the NHL employ additional working officials or standby alternates in the playoffs, whether within the existing playoff format or otherwise, those additional officials shall be paid the same fee as set out in paragraph (a) above or paragraph (d) below, as applicable.

- (c) The playoff fees set forth in paragraph (a) above are irrespective of the number of games scheduled or actually worked in any series, provided that no official shall be required to work more than seven (7) games in any playoff round.
- (d) The NHL shall use best efforts to select and designate at least one (1) standby official for each game in the playoffs, provided that, in the case of deciding games of a round, the NHL shall use best efforts to select and designate at least one (1) standby referee and one (1) standby linesman. Standby alternates shall be paid as follows:

<b>Standby Fee</b>	<b>Referees</b>	<b>Linesmen</b>
Fee for working a playoff game as a standby official	\$2,450 USD	\$1,650 USD
Fee for standing by in a playoff game	\$900 USD	\$600 USD

No standby fee is payable to an official who stands by or works any game or games in any round for which the official is already being paid the playoff round fee.

- (e) The League shall guarantee that each standby alternate selected to work in the Conference Quarter-Finals shall be paid for a minimum of five (5) standby games in the Conference Quarter-Finals.
- (f) For the Conference Semi-Finals and Conference Finals, only those officials who had been selected to work in the preceding playoff round may serve as standbys for such playoff round. For the Stanley Cup Final, only those officials who have been selected to work in the Stanley Cup Final may serve as standbys for Stanley Cup Final games.

## 7. PLAYOFF INDEMNIFICATION

(a) Injury Prior to Playoffs - If an injury is suffered during the regular season either on or after the day on which one half of the games in the season have been played, or, after an official has worked 37 games in the case of a referee or 38 games in the case of a linesman, whichever occurs first, and such injury prevents the official from participating in the playoffs, he will be entitled to receive 75% of the playoff fees set forth in section 6(a) based on the current year mid-season management assessment, such assessment to be contained in sealed envelopes, one held by the League and one held by the Executive Director of the NHLOA (which shall be received by the Executive Director of the NHLOA within five (5) business days from the date on which fifty percent (50%) of the regular season games have been completed in each season). If an official is injured during the preseason or prior to the day on which one half of the games in the season have been played and the official has not worked 37 games in the case of a referee or 38 games in the case of a linesman, and such injury prevents the official from participating in the playoffs, he will be entitled to receive 50% of the playoff fees set forth in section 6(a) based on the number of playoff rounds he worked in the previous season, provided that an official with six (6) or more years experience working NHL playoffs will be entitled to receive 75% of the playoff fees set forth in section 6(a).

(b) Injury in Playoffs - If an official with less than six (6) years experience working NHL playoffs is unable to continue his playoff participation because of injury, he will be paid 100% of the fees applicable to the rounds he actually completed in the playoffs in that season; plus 100% of the fee applicable to the round he was injured in; plus 75% of any additional playoff fee he would have been entitled to based upon the League's evaluation of his performance for the current season. Such evaluation shall be contained in sealed envelopes, one held by the League and one held by the Executive Director of the NHLOA (which shall be received by the Executive Director of the NHLOA prior to the start of the first game of NHL playoffs in each season).

If an official with six (6) or more years experience working NHL playoffs is unable to continue his playoff participation because of injury, he will be paid 100% of the fees applicable to the rounds he actually completed in the playoffs in that season; plus 100% of the fee applicable to the round he was injured in; plus 100% of the additional playoff fees he would have been entitled to based on the League's evaluation of his performance for the current season.

Once an official has recovered from his injury, he will remain eligible to work in the same playoff round in which he suffered the injury and will remain eligible for selection to subsequent playoff rounds.

Nothing herein contained shall limit the exclusive right of the League to select in its own discretion the officials who shall work each playoff series.

(c) Playoff Replacements - Any official who replaces an injured official in the playoffs shall receive 100% of the playoff fee set forth in section 6(a) for the additional round(s) that he works due to the injury. Only those officials who have been

selected to serve as standby alternates for that playoff round may replace an injured official in such playoff round, unless circumstances dictate otherwise.

- (d) This section 7 shall apply only to full time, NHL designated officials.

## 8. MINOR LEAGUE ASSIGNMENT

- (a) General - An NHL official may not be assigned to the minor leagues to officiate any minor league game without the consent of the NHLOA or except as provided in section 8(b) hereof. To the extent the NHL and the American Hockey League (“AHL”) continue to have an Officials’ Development Agreement that obligates the NHL to develop officials in the AHL, minor league assignment shall be to games in the AHL only, unless agreed otherwise by the NHLOA, which agreement shall not be unreasonably withheld.
- (b) Development, Training and/or Conditioning - An NHL official with four (4) years of service or less (either as a referee or linesman) may be assigned to the minor leagues (regular season games only) for development, training and/or conditioning purposes only. In such event, the official’s games will count as NHL games for all purposes. The official shall continue to be paid for such minor league games at a rate of 100% of his NHL salary and he shall have all of his expenses and allowances paid as an NHL official. The League shall use best efforts to observe an assigned official for a reasonable number of games during his minor league assignment. Officials eligible for assignment pursuant to this section 8(b) may be assigned to the minor leagues prior to the commencement and/or through the pendency of any scheduled break in the NHL season (e.g., the All-Star break, the Olympic break, etc.), provided that such official is assigned a reasonable number of days in advance of the scheduled break. An official may not be assigned to the minor leagues without his prior consent during the period following the commencement and through the completion of the All-Star break.
- (c) Notice - The affected official and the Executive Director of the NHLOA shall each be notified of the NHL’s intention to assign an official to the minor leagues, at least seven (7) days prior to such intended assignment, so as to provide the official and the NHLOA an opportunity to discuss the proposed assignment with the NHL. An official eligible for assignment may be assigned to cover minor league games without seven (7) days advance notice in emergency circumstances, provided that: (i) the NHL shall seek the prior approval of the NHLOA for a minor league assignment in such emergency circumstances, which approval shall not be unreasonably withheld, and (ii) in no event can such an emergency assignment be for more than two (2) minor league games.

## 9. PRESEASON GAMES

- (a) Full-time, NHL designated officials shall be required to work preseason exhibition games as directed, provided that:
  - (i) an official with six (6) years or more years of service in the NHL shall generally not be required to work more than eight (8) preseason exhibition



games, and an official with less than six (6) years of service in the NHL shall generally not be required to work more than nine (9) preseason exhibition games; and

(ii) in the event an official works more than the applicable number of preseason exhibition games set forth in subparagraph (i) above, such official shall be paid an additional amount of \$600 USD (for a referee) or \$400 USD (for a linesman) for each additional preseason exhibition game that the official is required to work.

(b) All amounts payable pursuant to subparagraph (a)(ii) above shall be paid no later than October 15 of every season.

## 10. SPECIAL EVENTS

(a) NHL International Games - Each official selected to officiate in NHL International Games (NHL Regular Season Games, NHL Pre-Season Games or Exhibition Games with Non-NHL Opponents staged outside of North America) will be entitled to the following:

(i) Travel: One (1) business (or first class) ticket or two (2) economy tickets (booked with Flight Passes in Latitude fare for Air Canada flights or equivalent upgradeable economy fares (to the extent they exist) for other airlines).

(ii) Per Diem: \$110 USD (which shall include all expenses for telephone, laundry, dry cleaning, tips and gratuities).

(iii) Tickets: Two (2) complimentary game tickets for each game worked.

(iv) Hotel Accommodations: Each official shall be entitled to a single occupancy room, except for such instances where the official is entitled to travel with a spouse or guest, in which case such official will be entitled to a room that accommodates double occupancy.

(v) Fees: Games shall be counted and paid for as part of an official's preseason or regular season game allotment set forth in, and in accordance with, sections 5 or 9, as applicable.

(b) NHL All-Star Game - Each official selected to officiate in the NHL All-Star Game will be entitled to the following:

(i) Travel: Two (2) business (or first class) tickets.

(ii) Per Diem: As set forth in sections 26(b) and 26(c) of this Agreement.

(iii) Tickets: Ten (10) complimentary game tickets for the All-Star Game and the Skills Competition (or its equivalent event) (including four (4) on "Best Available" basis at the next-to-highest price level excluding luxury suites, Club seats and any premium seating).

- (iv) Skills Competition/Young Stars: In consideration for NHL officials working all NHL All-Star events (e.g., NHL All-Star Skills Competition, NHL Young Stars game and their related or successor NHL All-Star events), the NHL will make a \$5,000 USD contribution in total to Zebras Care Charities.
- (v) Hotel Accommodations: Each official shall be entitled to a single occupancy room, except for such instances where the official is entitled to travel with a spouse or guest, in which case such official will be entitled to a room that accommodates double occupancy.
- (vi) Fees:

	<b>Referees</b>	<b>Linesmen</b>
All-Star Game	\$3,000 USD per game	\$2,000 USD per game
Standby (if any)	\$1,000 USD per game	\$1,000 USD per game

- (c) Winter Classic/Heritage Classic - Each official selected to officiate the Winter Classic or Heritage Classic game (or the equivalent of either game to the extent renamed or rebranded during the term of this Agreement) will be entitled to the following:
  - (i) Travel: Two (2) business (or first class) tickets.
  - (ii) Per Diem: As set forth in sections 26(b) and 26(c) of this Agreement.
  - (iii) Tickets: Ten (10) complimentary game tickets (including four (4) on “Best Available” basis at the next-to-highest price level excluding luxury suites, Club seats and any premium seating).
  - (iv) Hotel Accommodations: Each official shall be entitled to a single occupancy room, except for such instances where the official is entitled to travel with a spouse or guest, in which case such official will be entitled to a room that accommodates double occupancy.
  - (v) Fees: No additional game fees payable as work in these games will be counted and paid for as part of an official’s regular season contracted workload and game allotment set forth in, and in accordance with, section 5.
- (d) World Cup - Each official selected to officiate World Cup (or its equivalent) games will be entitled to the following:
  - (i) International Travel: One (1) business (or first class) ticket or two (2) economy tickets (booked with Flight Passes in Latitude fare for Air Canada flights or equivalent upgradeable economy fares (to the extent they exist) for other airlines).
  - (ii) International Per Diem: \$110 USD (which shall include all expenses for telephone, laundry, dry cleaning, tips and gratuities)

- (iii) North American Travel: As set forth in section 27 of this Agreement.
- (iv) North American Per Diem: As set forth in sections 26(b) and 26(c) of this Agreement.
- (v) Tickets: Two (2) complimentary game tickets for each game worked.
- (vi) Hotel Accommodations: Each official shall be entitled to a single occupancy room, except for such instances where the official is entitled to travel with a spouse or guest, in which case such official will be entitled to a room that accommodates double occupancy.
- (vii) Fees:

	<b>Referees</b>	<b>Linesmen</b>
World Cup Tournament	\$18,250 USD for tournament (maximum of six (6) games per official, provided staffing assignment practices do not vary significantly from past practice)	\$12,100 USD for tournament (maximum of six (6) games per official, provided staffing assignment practices do not vary significantly from past practice)
World Cup Exhibition	\$1,000 USD per game	\$650 USD per game
Standby	\$1,000 USD per game	\$1,000 USD per game

- (e) 2014 Winter Olympic Games - Each official selected to officiate in the 2014 Winter Olympic Games will be entitled to the following:
  - (i) Travel: One (1) business (or first class) ticket or two (2) economy tickets (booked with Flight Passes in Latitude fare for Air Canada flights or equivalent upgradeable economy fares (to the extent they exist) for other airlines).
  - (ii) Per Diem: \$110 USD (which shall include all expenses for telephone, laundry, dry cleaning, tips and gratuities)
  - (iii) Tickets: As determined by agreement between NHL and IIHF/IOC.
  - (iv) Equipment: As determined by agreement between NHL and IIHF/IOC.
  - (v) Staffing: Subject to NHL participation in the 2014 Winter Olympic Games, the minimum number of officials that shall be designated to officiate the 2014 Winter Olympic Games shall be four (4) referees and four (4) linesmen.
  - (vi) Hotel Accommodations: Each official shall be entitled to a single occupancy room, except for such instances where the official is entitled to travel with a spouse or guest, in which case such official will be entitled to a room that accommodates double occupancy.

(vii) Fees:

<u>Referees</u>	<u>Linesmen</u>
\$18,250 USD for tournament	\$12,100 USD for tournament

(f) IIHF World Championships - Participation of NHL officials in the IIHF World Championships will be on terms that are mutually agreed to by the NHL and NHLOA.

(g) Spengler Cup and other IIHF Invitational Tournaments - Participation of NHL officials in the Spengler Cup (or any other IIHF “invitational” tournament that the NHL may decide to provide or lend officials) will be on terms that are mutually agreed to by the NHL and NHLOA, such terms to provide that all games worked shall be counted towards the officials’ contractually contemplated workload.

(h) General –

(i) The NHL will assign two (2) referees and two (2) linesmen from the NHLOA to all NHL International, NHL Regular Season, NHL Pre-Season, NHL Playoff, NHL All-Star and World Cup games. This obligation does not apply to games which feature non-NHL opponents, where the NHL may (but will not necessarily) agree to use blended NHL/IIHF officiating crews. The NHLOA acknowledges that due to sudden illness, sudden injury, unforeseen events or other similar circumstances, less than two (2) referees and/or two (2) linesmen may be required to work any particular game. Non-contracted officials will only be used on an emergency basis and not for temporary or permanent replacement of current or future staff. The League will notify the NHLOA in advance of using a non-contracted official, except in the case of extenuating circumstances where advance notice is not possible.

(ii) Unless specifically addressed in this section 10, all air travel for Special Events shall accord with the general air travel policy set forth in section 27 of this Agreement.

(iii) Officials will not unreasonably refuse assignment to any of the games set forth in this section 10. Participation in such games shall also be counted for purposes of computing years of service and injury indemnification.

**11. INTENTIONALLY OMITTED**

**12. EVALUATIONS**

At the mid-point of each season (approximately January 15), each official under contract with the NHL (including minor league officials) shall be provided with a performance evaluation from the Director of Officiating or his designee, which shall inform the official if he is working to the NHL standard. The League shall, to the extent applicable, include in

such performance evaluation the manner in which the official's performance may be improved in order to address any perceived and/or identified deficiency. Copies of all performance evaluations shall be provided to the Executive Director of the NHLOA.

NHL standard requires full adherence to the following:

- (a) Skating Ability/Positioning: Strong forwards and backwards skating combined with agility and speed necessary to keep up with the pace of the NHL game. Positioning, based on reading and reacting to the play, and hustle to maintain maximum vision and site lines to make the proper call.
- (b) Judgment/Knowledge: Calling and maintaining the NHL standard of enforcement on existing rules while being consistent and decisive on calls. Exercising sound judgment and having full rule knowledge.
- (c) Comportment: Professional interaction with all participants within the NHL arena environment while remaining composed. Presence in the game by reacting under pressure while demonstrating confidence and assuredness throughout the game.

### 13. RELEASE FROM EMPLOYMENT

- (a) Right to Release - General - Subject to paragraphs (b), (c), (d) and (e) below and section 19, the NHL may release an official at any time for the reason of substandard performance, substandard conditioning, insubordinate conduct and/or attitude, wilful non-compliance with established League rules or policy and/or for any other reason permitted by law, by providing notice of release verbally and in writing to the official, with notice also being provided to the Executive Director of the NHLOA. Such notice shall state the reason for release.
- (b) Release of "Junior-Level" Officials - In addition to the reasons set forth in paragraph (a) above, a "Junior-Level" official (i.e., an official with less than six (6) years of NHL service as measured by years of service for salary purposes) may also be released on the basis that such official has failed to make adequate transition to the NHL level.
- (c) Release of "Veteran" Officials - A "Veteran" official (i.e., an official with six (6) to sixteen (16) years of NHL service as measured by years of service for salary purposes) may not be released for substandard performance unless he has not been named to the playoffs (i.e., as either a working official or standby alternate) for at least the last two (2) consecutive NHL regular seasons. All full time "Veteran" officials will be offered the opportunity to retire before being released from employment for performance-related reasons.
- (d) Release of "Senior-Level" Officials - In addition to the reasons set forth in paragraph (a) above, a "Senior-Level" official (i.e., an official with more than sixteen (16) years of NHL service as measured by years of service for salary purposes) may also be released on the basis of a material diminution of skills over either a period of years or on a year-to-year basis. All full time "Senior-Level" officials will be offered the

opportunity to retire before being released from employment for performance-related reasons.

- (e) Release for Substandard Performance, Substandard Conditioning, Failure to Make Adequate Transition to the NHL Level or Material Diminution of Skills - If the reason for release set out in the notice of release is substandard performance or substandard conditioning (pursuant to paragraph (a) above), failure to make adequate transition to the NHL level (pursuant to paragraph (b) above) or material diminution of skills (pursuant to paragraph (d) above), then the notice of release may only be given between the end of the regular season and prior to June 15 in accordance with the following: (1) on or before June 15, the NHL shall attempt to contact the official by telephone at the recorded telephone number for the official's permanent home residence, and (2) at the same time, shall provide notice in writing to the official mailed by prepaid regular registered mail, with a copy to the Executive Director of the NHLOA by e-mail or facsimile. (Notice shall be deemed provided on the date of mailing.) An official released for substandard performance, substandard conditioning, failure to make adequate transition to the NHL level or material diminution of skills shall be deemed, for the purposes of this Agreement, and particularly severance under section 14, not to have been released for cause.
- (f) The maximum number of full-time NHL officials who may be released in any year shall be four (4) (not including minor league officials), except for those years in which one or more officials have retired voluntarily, in which case the maximum number of releases for that year shall be three (3).
- (g) The League may approach any official at any time (with confidential notice to the Executive Director of the NHLOA) to discuss career/succession planning issues and/or to plan a binding schedule for the official's retirement. All succession planning agreements as between the NHL and individual officials may not amend or expand upon the existing and applicable terms of this Agreement.
- (h) Appeal Rights -
  - (i) Subject to subparagraph (iv) below, any released full-time NHL official may, within fifteen (15) days of receiving notice of release, appeal the release. The appeal shall be heard by Bill Daly, Deputy Commissioner, within fifteen (15) days of receiving the notice of appeal and a decision shall be rendered within fifteen (15) days of such appeal being heard, unless the parties agree to a different NHL executive or different timing for hearing and/or deciding the appeal.
  - (ii) The appealing official shall have the right to counsel of his choice.
  - (iii) Up to two (2) representatives of the NHLOA and its counsel may attend and participate in all such appeals, but in no event shall the NHLOA representatives and its counsel exceed four (4) in number.
  - (iv) In the event that the League has approached a "Senior-Level" official (as defined in paragraph (d) above) to discuss career/succession planning at any

point prior to his release, and the official is subsequently released, then such official may only appeal the release in writing, with such appeal being considered by Bill Daly, Deputy Commissioner.

- (i) The NHLOA acknowledges and agrees that the remedies and procedures provided for in this Agreement, including the appeal process set forth in paragraph (h) above, shall be the sole and exclusive remedy pursued by the NHLOA or an official in connection with the release or retirement of such official, and that any decision rendered pursuant to the appeal procedure shall be final, binding, and fully determinative, subject to the rights set forth in this Agreement, including, without limitation, the grievance procedure set forth in section 30 below. In the event a released or retired official pursues legal action against the NHL in connection with the release or retirement of his employment with the NHL outside of or in addition to pursuing the remedies or procedures provided for in this Agreement, such official shall remain entitled to his rights under law, but he shall be deemed to have waived his right to receive any of the benefits provided for in this Agreement, including, without limitation, the benefits provided for in sections 14 and 17.
- (j) All proceedings and appeals under this section 13 will be treated confidentially and will not be discussed or disclosed publicly or in the media by any party or participant, unless such party is compelled to testify in a legal proceeding by subpoena or by means of other legal compulsion. Violation of this provision could give rise to release for cause pursuant to section 14(b) below.

#### 14. SEVERANCE

- (a) Subject to paragraph (b) below, in consideration for the execution by a released or retired official of a waiver and release substantially in the form of Exhibit D releasing and discharging the League, its member clubs and other appropriate parties from any and all claims under statute, contract or common law arising out of or relating to the release or retirement of the official's employment with the NHL, the League shall pay severance for released NHL officials or those who voluntarily retire as follows:
  - (i) One (1) to four (4) years of service: Twelve (12) months salary paid over 24 months. No severance will be paid to officials with one (1) to four (4) years of service who voluntarily retire.
  - (ii) Five (5) to nine (9) years of service: Fifteen (15) months salary paid over 30 months.
  - (iii) Ten (10) to fourteen (14) years of service: Eighteen (18) months salary, plus an additional month's salary for each year over ten (10) years of service, paid over 36 months plus two (2) additional months for each year over ten (10) years.
  - (iv) Fifteen (15) or more years of service: 24 months salary, plus an additional half ( $\frac{1}{2}$ ) month's salary for each year over fifteen (15) years of service, paid over 48 months.

- (b) Cause - No severance shall be paid to any official released for cause. For purposes of this Agreement, cause shall mean a wilful act of dishonesty, theft, breach of trust, or such other grounds as are generally recognized as “cause” under collective bargaining agreements.
- (c) Other Severance Terms:
- (i) In calculating years of service for severance, NHL service and minor league service from date of hire will be included. The years of service of each official for severance purposes are set forth in Exhibit E, which shall be updated at the outset of each season and shall measure years of service retroactively.
  - (ii) No more than four (4) officials may retire voluntarily in a given year and be entitled to severance unless the NHL has agreed, in advance and in writing, to each such additional retirement.
  - (iii) Subject to the official signing a waiver and release substantially in the form of Exhibit D, payment of an official’s accrued severance shall begin within thirty (30) days after the official’s “separation from service” (determined in accordance with Section 409A(a)(2)(A)(i) of the U.S. Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.409A-1(h), collectively “the Section 409A Separation Rule”) with the League. The parties agree that, to the extent permitted by the Section 409A Separation Rule, neither moving from an on-ice position to other employment with the League nor the exercise of an official’s appeal and grievance rights will constitute a “separation from service” with the League.
  - (iv) Subject to the official signing a waiver and release substantially in the form of Exhibit D, in the event of a mid-season retirement, an official’s salary grid compensation will be pro-rated and severance payments will be paid bi-monthly beginning on the first day of the month following such official’s “separation from service” with the League.
  - (v) In the event an official’s employment with the League in an on-ice position ceases but the League continues to employ the official in a non-on-ice position, interest shall accrue, compounded annually, based on the then-current interest rate for a five (5) year certificate of deposit determined at the date of cessation of the official’s on-ice position (which interest rate shall be revised at each five (5) year anniversary), on the official’s accrued severance from such date of cessation to the date of the official’s “separation from service” with the League. For purposes of clarity, such interest shall accrue only on such severance amounts that would have otherwise been due and payable, in accordance with the terms and conditions of this section 14, had the official not taken such non-on-ice employment with the League. Such interest shall be paid to the official together with the official’s accrued severance at such time(s) and upon such conditions as set forth in this section 14.



- (vi) In the event that an official is hired for employment with the League when his on-ice position ceases that entitles him to participate in the League's staff medical and dental plan, then such official's entitlement to post-retirement medical and dental benefits set forth in section 17 below shall only begin upon "separation of service" with the League.
- (d) For the purposes of this section 14 only, in the event of the death of an official, the official shall be deemed to have been released on the day immediately prior to the date of his death and the League shall be liable to make the severance payment otherwise due to the official pursuant to this section 14. In the event of the death of an official, active or retired, his spouse or declared domestic partner shall be entitled to the appropriate severance benefits set forth in this section 14.

## 15. YEARS OF SERVICE

A full-time, NHL designated official shall earn a year of NHL service for salary purposes (Exhibit C) and for severance purposes (Exhibit E), provided that the official works at least ten (10) games in the season. Games not worked due to injury and illness will be counted as games worked for determining years of service for salary purposes (Exhibit C) and for severance purposes (Exhibit E), unless the injury was caused by a non-work-related activity or unless the illness arose from extraordinary circumstances.

## 16. PENSION

- (a) Pension Contribution - Except as provided below, for each year of the Agreement, the NHL will contribute an amount equal to thirteen and one-half percent (13.5%) of its salary payroll (as set forth in Exhibits A, B or G) to the National Hockey League Officials' Pension Plan (the "Officials Pension Plan"). Contributions shall be allocated to individual officials on a similar basis. Contributions shall be made twice a month, consistent with the NHL's payroll practices. Contributions for U.S. resident officials made to the Officials Pension Plan shall be converted to Canadian dollars from U.S. dollars prior to going into the Officials Pension Plan.
- (b) Joint Administration - The Officials Pension Plan will be administered by a joint administration committee established in accordance with applicable U.S. and Canadian law. At least half of the members of that committee shall be representatives of and appointed by the NHL. The other half of the members of that committee shall be representatives of members of the plan and shall be appointed by the NHLOA. The arrangements relating to the trust fund established under the Officials Pension Plan shall be governed by a separate trust agreement with a corporate trustee.
- (c) Participant-Directed - The parties acknowledge that plan participants in the Officials Pension Plan represented by the NHLOA are permitted, subject to applicable U.S. and Canadian law, to invest their account balances among investment options made available under the Plan. The record keeper and the investment funds or managers are selected from time to time and monitored by the joint administrative committee. Any fees and expenses of the record keeper and investment funds or managers which are charged to the Officials Pension Plan shall be allocated amongst the

accounts of participants in the Plan (on an equitable basis as determined by the plan administrator) to the extent not already reflected in the rate of investment return of a particular investment option.

(d) U.S.-Based Retirement Plan –

- (i) The NHL shall explore and work with the NHLOA on pursuing mechanisms to facilitate the transfer of funds with respect to U.S.-resident officials from the Officials Pension Plan to a U.S.-based defined contribution plan that is currently in effect or as may be adopted by the NHL.
  - (ii) The NHL shall explore and implement, if permitted by law, the inclusion of U.S.-resident officials in a new or currently existing U.S.-based defined contribution plan (including a Section 401(k) Savings Plan) and will assume all costs associated with implementing such new arrangement, except for costs for any legal or consulting work done by the NHLOA on this project prior to and through the signing of this Agreement. Such U.S.-based plan shall be referred to as the “New Plan.” The NHL also reserves the right to select or approve legal counsel and service providers retained for purposes of implementing and maintaining the New Plan and shall be responsible for establishing the terms of the New Plan and any future amendments thereto and the administration and investment of such plan. The NHL agrees to consult with the NHLOA prior to the implementation of any material changes to the New Plan.
  - (iii) If the New Plan is established, effective as soon as administratively practicable after the effective date hereof, to the extent permitted by law, each current U.S.-resident official shall be given an election to have the thirteen and one-half percent (13.5%) of his salary currently contributed under the Officials Pension Plan on a prospective basis: (i) continue to be made to the Officials Pension Plan, or (ii) be made as an employer contribution under the New Plan. Contributions shall be made twice a month, consistent with the NHL’s payroll practices.
  - (iv) Each individual who first becomes a U.S.-resident official after the effective date hereof shall be provided with a similar election to the one described in subsection (iii) above.
  - (v) Any election under subsection (iii) or (iv) above must be made in writing (in the form deemed appropriate by the NHL) within three years after an official first becomes eligible to make the election (“Three-Year Window”) and shall be irrevocable; provided, however, that an official who timely makes an election to have the NHL contribution made to the New Plan may elect to reverse that decision prospectively if the official is still within the Three-Year Window. Any contributions to the New Plan shall be subject to all of the terms of such plan, as established from time to time by the League.
- (e) To the extent permitted by the Internal Revenue Service, the NHL agrees to maintain current U.S. tax qualified status for the Officials Pension Plan, unless mutually agreed otherwise by the NHL and NHLOA. The New Plan shall be only U.S. tax qualified.

- (f) In the event the contribution allocated to a particular official under the Officials Pension Plan or the New Plan, as applicable, exceeds the maximum allowable contribution under applicable U.S. or Canadian law, the NHL shall pay the excess amount to the deferred compensation plan or in direct salary to the official in question.

## 17. MEDICAL (EHC) AND DENTAL INSURANCE

- (a) The medical (EHC) and dental benefits currently available to NHLOA officials, including any supplementary plan for Canadian officials, shall remain in effect for the term of this Agreement. Subject to approval by the NHLOA, the League has the right to modify the provider of medical and dental benefits, provided that such benefits remain substantially unchanged.
- (b) For officials with less than ten (10) years of NHL service as determined for severance purposes, the League will provide, at its own expense, two (2) years of continued coverage of its medical (EHC) and dental insurance following the official's release or retirement, if the official elects to retain this insurance. The League shall have no financial obligation for these benefits beyond the cost of the premiums for the first two (2) years following the official's release or retirement.
- (c) For officials with ten (10) to fourteen (14) years of NHL service as determined for severance purposes, the League will provide, at its own expense, three (3) years of continued coverage of its medical (EHC) and dental insurance following the official's release or retirement, if the official elects to retain this insurance. The League shall have no financial obligation for these benefits beyond the cost of the premiums for the first three (3) years following the official's release or retirement.
- (d) For officials with fifteen (15) to nineteen (19) years of NHL service as determined for severance purposes, the League will provide, at its own expense, four (4) years of continued coverage of its medical (EHC) and dental insurance following the official's release or retirement, if the official elects to retain this insurance. The League shall have no financial obligation for these benefits beyond the cost of the premiums for the first four (4) years following the official's release or retirement.
- (e) For officials with twenty (20) or more years of NHL service as determined for severance purposes, the League will provide, at its own expense, six (6) years of continued coverage of its medical (EHC) and dental insurance (the "NHLOA Plan") following the official's release or retirement, if the official elects to retain this insurance. The League shall have no financial obligation for these benefits beyond the cost of the premiums for the first six (6) years following the official's release or retirement. At the time of release or retirement of officials with twenty (20) or more years of NHL service, the NHL will notify such official of the yearly cost of the NHLOA Plan and the yearly cost of the League staff medical and dental plan and such official will have the option to elect to convert coverage to the League staff medical and dental plan upon release or retirement if doing so allows for more than six (6) years coverage, or for any other reason. However, it is understood that the NHL's obligation to pay for such additional or converted coverage will not exceed the equivalent cost of six (6) years in the current NHLOA Plan.

- (f) In addition to the foregoing, an NHL official with five (5) or more years of NHL service as determined for severance purposes shall be permitted, at his own expense, to retain until age 65 the medical (EHC) and dental insurance provided by the League following the official's release or retirement and following the cessation of the League's obligation to provide coverage at its expense as set out in paragraphs (b) to (e) above.
- (g) In the event of the death of an official, active or retired, his spouse or declared domestic partner shall be entitled to the appropriate medical and dental benefits set forth in this section 17.

#### **18. DISABILITY, LIFE AND AD&D INSURANCE**

The League will provide and fund insurance coverage that will provide benefits in the following amounts:

Life Insurance:	\$400,000
AD&D Insurance:	\$400,000
Dependent Life Insurance:	\$20,000 for spouse, \$8,000 per child for U.S. officials and \$10,000 per child for Canadian officials
Disability:	\$10,000/month maximum benefit for the 2010-11 and 2011-12 seasons. For the 2012-13 and 2013-14 seasons, in the event the cost of providing \$10,000/month maximum benefit exceeds one hundred and ten percent (110%) of the cost of actual disability coverage incurred by the NHL in 2009-10, the parties will negotiate in good faith to revise coverage and costs, as appropriate, provided that, in no circumstance, will coverage be reduced below \$9,000/month maximum benefit.

#### **19. DISABLED OFFICIALS**

- (a) In the event an official is disabled from performing his duties, the NHL will continue to pay his salary and playoff pay while disabled through the end of the season in which the disability occurred or up to six (6) months from the date of disability, whichever is later. The NHL will have no other obligations with respect to payment of salary and playoff pay in these circumstances while the official remains disabled.
- (b) In the case of an official who is disabled such as not to be able to work in any capacity, the NHL will continue to provide at its expense the coverages provided for in sections 17(a) and 18 to age 65.

- (c) In the case of all other disabled officials, except as provided in this section, no official who is unable to work due to disability may be released by reason of his disability. If an official remains disabled to perform his duties for a period of three (3) years after the end of the season in which the disability occurred, then the official will be deemed released at the end of the third season, unless the NHL and the official agree otherwise, in which event such official shall be entitled to receive severance in accordance with the provisions of section 14. In addition, for such officials, the NHL will continue to provide at its expense the coverages provided for in: (i) section 17(a) and section 18 for the disability period preceding release, and (ii) sections 17 (b), (c), (d) or (e), as applicable, and section 18 following such release. An official released pursuant to this paragraph shall be entitled to continue to collect disability payments pursuant to the League's long-term disability insurance plan, if so entitled, but such official shall not be entitled to receive severance in accordance with section 14 of this Agreement.
- (d) Notwithstanding anything in this section, a disabled official may, at any time within the first three (3) years after the end of the season in which the disability occurred, elect to receive severance in accordance with the provisions of section 14 of this Agreement as if the official had retired on the date of his election, by waiving his entitlement to collect disability payments pursuant to the League's long-term disability insurance plan. Upon such election, in addition to receiving severance in accordance with the provisions of section 14, the disabled official shall be entitled to the coverages provided for in sections 17 (b), (c), (d) or (e), as applicable, and section 18.
- (e) For purposes of years of service for salary and severance, the period of disability of the official preceding his retirement or release pursuant to section 19(c) shall be included as service.

## 20. OTHER BENEFITS

- (a) Employee Assistance Program - The NHL recognizes the benefit of having an employee assistance plan or similar program in effect for its employees, including officials and former officials for up to five (5) years following retirement or release. The NHL will continue to fund the costs of the program currently utilized by the NHLOA, or the costs of any similar program, provided the overall costs of such program are not increased by more than ten percent (10%) over the term of this Agreement as compared to the total cost of such program in 2009-10 calculated on a pro rata per official basis. The NHL and NHLOA shall discuss the possibility of including the NHLOA in the League staff employee assistance program on a going-forward basis, subject to appropriate and mutually acceptable confidentiality controls.
- (b) Deferred Compensation - The NHL will maintain the programs or their equivalent presently in place for officials in Canada (Deferred Compensation Program) and officials in the United States (the NHL Savings Plan).

(c) Relocation Expenses –

- (i) The League will have the right to direct any official with less than six (6) years of full-time NHL service to relocate. In the event that such official refuses to relocate at the direction of the League, the League will have the right to release such official immediately for cause pursuant to section 14(b) above.
- (ii) In the event that an official relocates without first consulting and obtaining the prior approval of the League, the League will have the right to release such official immediately for cause pursuant to section 14(b) above.
- (iii) In the event that the League does not approve an official's request to relocate, but does not forbid and acquiesces in same, then the League will have no obligation to reimburse the official for relocation expenses and immigration expenses as set forth in subparagraph (iv) below.
- (iv) The League will reimburse officials for reasonable relocation expenses where the relocation is made either at the League's direction or request or with the League's express written approval in accordance with the NHL/NHLOA Relocation Policy set forth in Exhibit F.
- (v) This section 20(c) shall apply to all officials under contract to the League.

- (d) Educational Program and Career Counselling - For each year of this Agreement, the League will establish a fund to provide tuition reimbursement and career counselling for eligible officials and their spouses or common law spouses. Provided that there remain sufficient funds in the Program following the processing and payment of all outstanding claims of active officials, the fund will also provide tuition reimbursement and career counselling for former officials for up to three (3) years following their retirement or release, which time period may be increased at the sole discretion of the League depending upon the number of such reimbursement requests. The League and the NHLOA shall meet to discuss and adopt appropriate rules regarding the administration of the Program. Any official under contract to the NHL for two (2) or more years and/or his spouse or common law spouse are eligible to participate in the Program.

The fund amount will be \$50,000 CDN. No more than \$15,000 CDN of the unused amount in any single year may carry over to the following year. The fund will be based on a September 1 to August 31 calendar-year. Persons seeking reimbursement will be required to demonstrate: (i) that the program is reasonably related to a genuine career opportunity, (ii) that it is offered by an accredited school, and (iii) that the official or spouse is making satisfactory progress in the course work. The amount in the fund will initially be allocated among eligible officials on a pro rata basis. Depending on the number of reimbursement requests, approved applicants will be eligible for reimbursement of up to \$4,000 per year for tuition and books, which allowance may be increased at the sole discretion of the League. A confidential utilization summary of the fund will be provided to the Executive Director of the NHLOA at year-end during each year of the Agreement. This

program will terminate upon expiration of this Agreement, unless specifically extended. Upon termination of the program, any unspent amounts will revert to the League.

The NHL and the NHLOA shall jointly select one (1) or more qualified firms to provide career counselling and will equally divide the expenses associated with such services, the NHL's share of which shall be payable from the above described fund. Individual officials utilizing the career counselling services shall be required to reimburse the Association for its costs.

- (e) Emergencies – The League shall grant reasonable time off to officials in the case of death, birth or other unanticipated emergency or serious problem of a personal nature for such length as is reasonable in the circumstances.

## 21. TRANSITIONAL LINESMEN

- (a) Transition - With the consent of the NHL, an NHL linesman may seek to alter his status as an NHL official from a linesman to a referee. In such event, the following provisions shall apply to a transitional linesman.
- (b) Period of Transition - The transition period shall be for up to two (2) years, unless such period is otherwise extended for up to two (2) additional years at the sole discretion (but not obligation) of the League. At the end of two (2) years, if a linesman has not yet qualified to be a referee in the NHL, then the linesman is free to return to the NHL as a linesman. In addition, a linesman who does qualify as an NHL referee retains the option of declining the transition and returning to the NHL as a linesman. Finally, a linesman who, after one (1) year of transition, qualifies as an NHL referee, referees for one (1) year and determines that he wishes to return to the NHL as a linesman, shall be at liberty to do so. In all of these instances, upon return to the NHL as a linesman, such linesman's salary shall be that found on Exhibit B at the level applicable to the linesman as if he had continued to serve as a linesman in lieu of attempting the transition.
- (c) Compensation During Transition - The linesman during the period of transition shall receive the same salary that he would have earned as an NHL linesman. In addition, the linesman will be guaranteed payment of the equivalent of 75% of the playoff monies that the linesman earned in his last year as a linesman. Any amounts earned by the linesman as a result of minor league playoffs will be credited in determining the amount of this guaranteed payment.
- (d) Entry into the NHL as a Referee - Upon entry into the NHL as a referee, whether following one (1) year, two (2) years, three (3) years or four (4) years of transition, the linesman will be paid a salary equal to that which is located on Exhibit A closest upwards to the salary that the linesman would have earned as a linesman had he continued as a linesman, provided that, for every 500 games in the NHL as a linesman, the linesman will be given one (1) additional year of salary credit on Exhibit A. In addition, in the first year as an NHL referee, the linesman will be guaranteed payment of 50% of the playoff monies earned by the linesman in his last

year as an NHL linesman as a result of being selected to participate in the NHL playoffs.

- (e) Years of Service - The linesman will receive credit for years of service for salary and severance for the time spent in the minors during the period of transition.

**22. INTENTIONALLY OMITTED**

**23. PLAYER WORK INTERRUPTION**

In the event of a player work stoppage (i.e., strike or lockout), the following provisions shall be effective:

- (a) Officials will receive service credit, for both salary and severance purposes, for the duration of the player work stoppage.
- (b) Full pension contributions for each official will be made by the League.
- (c) All insurance and other benefits provided pursuant to sections 17, 18 and 20 of this Agreement shall remain fully in effect at the League's expense.
- (d) The League will provide each official with a loan facility permitting the official to borrow an amount not to exceed 25% of the official's salary for the season preceding any work stoppage, which loan shall in no event be less than \$2,000 (native currency) per month, per official, or be in excess of \$5,000 (native currency) per month, per official. The loan will state interest rates as prescribed by the Internal Revenue Code (or the Income Tax Act (Canada), as the case may be) to avoid below market loan treatment and will be evidenced by signed notes. All amounts borrowed under the loan facility will be due and payable on the later of two (2) years following the expiration of this Agreement or September 1, 2017.
- (e) In the event that any season of this Agreement is cancelled in its entirety, the Agreement shall be automatically "tolled" for the duration of the work stoppage through and until August 31 immediately following the season in which play is resumed on the same terms and conditions as called for in respect of the season in question under this Agreement, save and except that the salary grid for officials upon resumption of play shall be increased by 3.25% on a horizontal basis from the season in question.
- (f) In the event of a partial season due to a player work stoppage, salary grid amounts for that season shall be reduced pro rata by the percentage of overall games that are lost in such partial season due to the player work stoppage.
- (g) The NHL shall not be entitled to release any official in anticipation of or during a player work stoppage nor as a consequence of same, save and except for *bona fide* release for cause at any time or for *bona fide* release for performance or for any other reason permitted by law at the conclusion of any season preceding any work stoppage.



## 24. MINOR LEAGUE POLICY

- (a) General - To the extent the NHL/AHL continue to have an Officials' Development Agreement that obligates the NHL to develop officials in the AHL, minor league referees and linesmen shall be assigned to games in the AHL only, unless agreed otherwise by the NHLOA, which agreement shall not be unreasonably withheld.
- (b) Compensation - Salaries for minor league referees and linesmen shall be as set out in Exhibit G and shall be based on a maximum participation of 80 games (combined total of games in NHL and minor league games) in any season. In the event a minor league official works more than 80 games (combined total of games in NHL and minor leagues) in a season, he shall be paid an additional 1/80<sup>th</sup> of his annual minor league salary for such additional games. Minor league officials participating in an AHL All-Star game will receive a fee of \$1,000 each together with one (1) complimentary airline ticket and two (2) complimentary game tickets.
- (c) Pay for NHL Games - Minor league officials who work in the NHL shall be paid for those games at the rate for a starting NHL official on a pro rata basis. Such officials' minor league salaries shall then also be calculated on a pro rata basis. The League will use its best efforts to ensure that pay for NHL games worked will be included in and added to the official's salary within the applicable pay period in which the game was worked.
- (d) Preseason Compensation - Minor league officials shall be required to work preseason NHL exhibition games as directed and shall be paid preseason compensation in the amount of \$2,750 USD for each year, provided that minor league officials shall not be required to work more than twelve (12) preseason NHL and AHL exhibition games.
- (e) Playoff Fees - Minor league playoff fees for each playoff game worked in the AHL shall be \$950 for referees and \$500 for linesmen. Standby fees shall be \$150 per game for conference finals and finals. For any minor league playoff assignments other than in the AHL, the playoff fee will be as negotiated as between the NHL and the Association.
- (f) Evaluation - At the mid-point of each season (approximately January 15), each minor league official shall be provided with a performance evaluation from the Director of Officiating or his designee, which shall inform the official if he is working to the NHL standard (as defined in Section 12). The League shall, to the extent applicable, include in such performance evaluation the manner in which that performance may be improved in order to address any perceived and/or identified deficiency. A copy of all such performance evaluations shall be provided to the Executive Director of the NHLOA.
- (g) Number of Minor League Officials - The League shall maintain and designate a minimum of five (5) minor league officials in every year of this Agreement.
- (h) Release of Minor League Officials - Minor league officials are considered to be probationary employees of the NHL, and shall be subject to release for any reason

pursuant to, and in accordance with, the procedures set forth in section 13 above, provided that a minor league official shall not be entitled to the right to appeal his release in any manner or forum. There shall be no limitation on the number of releases of minor league officials in any given year, provided that the League remains in compliance with paragraph (g) above.

- (i) Severance: Minor league officials with less than three (3) years' service shall be paid severance for release without cause equal to three (3) months' salary paid over three months. Minor league officials with three (3) or more years' service shall be paid a severance for release without cause equal to six (6) months salary paid over six (6) months. The amount payable under this paragraph shall be calculated by reference to the official's salary in the season prior to his release. For severance purposes, release due to performance and release due to the cessation of operation of the minor league or the minor league not having a working agreement with the NHL shall be deemed not to be for cause. No severance shall be payable for minor league officials released with cause, cause having the same meaning as set out in section 14(b).
- (j) Calculating Service Credit - Service credit for NHL seasons shall be computed in multiples of 60 NHL games worked.
- (k) Injury or Illness - For the purposes of salary, loss of service due to injury or illness during the course of employment shall be counted as service unless the injury is caused by a non work-related activity or unless the illness arises from extraordinary circumstances.
- (l) Per Diem - The per diem allowance shall be \$60, plus \$6 per day for laundry and dry cleaning, \$6 per day for wireless internet and communications charges and the greater of \$10 or the actual cost of parking.
- (m) Minor League Playoff Assignments - NHL officials shall not be permitted to officiate any minor league playoff games unless agreed to by the Executive Director of the NHLOA.
- (n) Exhibition Fees - Exhibition game fees in the amount of \$150 for referees and the amount of \$75 for linesmen shall be paid for each minor league exhibition game worked.
- (o) Other Benefits - Minor League officials under contract to the NHL shall be eligible to participate in the Employee Assistance Program, Deferred Compensation, Relocation Policy and Educational Program and Career Counselling provided to NHL officials pursuant to section 20 and shall be entitled to all medical (EHC), dental and other insurance coverages provided to NHL officials, including post-career medical and dental coverages set forth in section 17 and disability, life and AD&D insurance set forth in section 18.
- (p) Travel - Minor League officials shall not be required to drive 300 miles (or 480 km) or more on game days or between games on consecutive days, and if the official is

also traveling to or from an airport via a flight or flights, such limit shall be reduced to 100 miles (or 160 km).

(q) Travel Upgrade Allowance –

- (i) Each minor league official shall be allowed a travel upgrade allowance for travel to/from NHL games in the amount of \$2,000 USD per year. For any given flight, the maximum reimbursable upgrade is \$400 USD. Any unused allotment may not be carried over from one season to next, nor be used or transferred to any other official.
- (ii) Minor league officials will have the ability to upgrade when booking ticket with travel agent, if the difference between a first class ticket and coach is \$400 or less. The amount paid in such cases to upgrade to first class tickets will be charged to the official's travel upgrade allowance. In the event the overall cost of the upgrade program for NHL officials (set forth in section 27(f) below) and minor league officials (set forth in this section 24(q)) in any season exceeds two hundred percent (200%) of the cost of such upgrade program in 2009-10 (i.e., if such yearly cost ever exceeds \$214,000), the NHL and NHLOA shall revert to the upgrade program described in paragraph (q)(i) above, and the parties will negotiate in good faith to revise the program set forth in this paragraph (q)(ii).

**25. STATUS AS NHL OFFICIALS**

- (a) Status as NHL Official - Each minor league official shall be deemed to be an NHL full-time designated official if he works 60 NHL games in any one season, or is designated by the NHL in writing as a full-time NHL designated official.
- (b) Number of NHL Officials - The League shall designate a minimum of 33 referee positions and a minimum of 33 linesman positions in the NHL, all of which positions shall be filled by full-time NHL designated referees and linesmen.
- (c) Use of Officials - The League will assign two (2) referees and two (2) linesmen from the NHLOA to all NHL International, NHL Regular Season, NHL Pre-Season, NHL Playoff, NHL All Star and World Cup games. This obligation does not apply to games which feature non-NHL opponents, where the NHL may (but will not necessarily) agree to use blended officiating crews. The NHLOA acknowledges that due to sudden illness, sudden injury, unforeseen events or other similar circumstances, less than two (2) referees and/or two (2) linesmen may be required to work any particular game. Non-contracted officials will only be used on an emergency basis and not for temporary or permanent replacement of current or future staff. The League will notify the NHLOA in advance of using a non-contracted official, except in the case of extenuating circumstances where advance notice is not possible.

## 26. TRAVEL AND EXPENSES

- (a) Each official must designate a "home city" for the purpose of determining per diem amounts pursuant to paragraph (b) below.
- (b) Per Diem - Officials shall receive a per diem for each day during the season that the official is necessarily absent from his place of residence at the direction of the NHL. Per diem on the day of departure to or from home shall be payable as follows:
  - (i) If an official departs from his home prior to 12:00 noon whether on a game day or the day prior, he will be entitled to a full day per diem, provided he has a hotel receipt for that day, and the early travel is justified;
  - (ii) If an official departs from home prior to 12:00 noon on a game day and does not have a hotel receipt for that day, he is entitled to a half day per diem;
  - (iii) If an official departs from home after 12:00 noon whether on a game day or on the day prior to the game and has a hotel receipt for that day, he is entitled to a half day per diem;
  - (iv) If an official departs for home on the day following a game, he is entitled to a half day per diem;
  - (v) If an official departs for home on an overnight flight (*i.e.*, a flight arriving the next morning), he is entitled to a half day per diem for the day of arrival;
  - (vi) If an official works a game in his "home city", he is entitled to a half day per diem.

The per diem amount will be \$82. Per diem amounts shall be paid in the currency of the country in which the game in question is officiated.

- (c) Travel Expenses - The League will furnish the following travel benefits to officials in connection with the performance of their duties: (1) accommodations at a hotel authorized by the NHL; (2) wireless internet and communications charges of \$8.00/hotel night; (3) laundry and dry cleaning expenses of \$8.00/hotel night; (4) mileage, payable at the current statutory rates in the United States and Canada, as appropriate and as amended or revised by the U.S. or Canadian governments; (5) long-term airport parking reimbursement based on actual cost; and (6) taxi or car rental fees, based on actual cost. For transportation to airports, officials must use taxis instead of long-term airport parking where the cost of taxis would be less expensive.
- (d) Consecutive Games -
  - (i) No official shall be required to officiate his next game within 22 hours of officiating his previous game without the prior consent of such official and the NHLOA, except for games scheduled in the following groups of cities/locations: (1) New York/New Jersey/Long Island, (2) New York/New Jersey/Philadelphia, (3) Philadelphia/Washington, (4) Toronto/Buffalo, (5)

Toronto/Detroit, (6) Detroit/Columbus, (7) Columbus/Pittsburgh, (8) Pittsburgh/Buffalo, (9) Edmonton/Calgary, (10) Los Angeles/Anaheim, (11) Tampa/Fort Lauderdale, (12) Ottawa/Montreal, and (13) any other group of cities determined by mutual agreement of the NHL and NHLOA. With respect to consecutive game assignments involving the groups of cities/locations listed as (5) through (9) and (11) above, before making such assignments, the League shall take into account all relevant considerations, including, without limitation, an official's work schedule, potential weather conditions and the potential for delays related thereto, and the most appropriate mode of travel (i.e., driving vs. flying).

(ii) No official shall be required to officiate games on four (4) consecutive days without such official's and the NHLOA's prior consent.

(e) Hotels -

(i) The League will provide to the NHLOA the list of approved hotels it currently uses ("Approved List").

(ii) The League will not alter the Approved List or the League's overall hotel policy without consulting with and obtaining the consent of the NHLOA, such consent not to be unreasonably withheld.

(iii) In the event that approved accommodation is not available, the League will use its best efforts to secure alternate accommodation of the same or higher standard.

(iv) Each official shall be entitled to single occupancy rooms for League-requested travel, except as otherwise specified in section 10 above.

(f) International Travel - If an official is required to travel outside of North America to officiate a game, he shall not be required to officiate without his consent for the two (2) days preceding or following the international game.

(g) Expense Records - All expense and allowance accounts will be rendered weekly by the official on proper forms supplied by the NHL accompanied by appropriate receipts and settlement of such accounts shall be made every two (2) weeks.

**27. AIR TRAVEL**

(a) Applicability - The following air travel policy will be applicable to all air travel for any NHLOA member when travelling to and from NHL games and/or disciplinary hearings.

(b) Airline Ticket Bookings - Officials will book all tickets through the League-designated travel service within seven (7) days of the official's receipt of assigned games. In the event that an official fails to book his air travel within seven (7) days of receipt of his assigned games, the League-designated travel service shall be at liberty to book a flight on behalf of the official in accordance with the terms of this travel policy.

(c) Choice of Airline and Flight Time - The choice of airline and flight time shall be within the discretion of the official subject to the following:

- (i) Officials shall depart prior to 10:00 a.m. and shall arrive no later than 12:00 p.m. on the day of a game; and
- (ii) Provided that all other requirements of this travel policy are met, the NHL may request that an official fly on an alternative flight (either different airline, time or both) provided that:
  - (A) the alternative flight leaves its destination within one and a half (1½) hours of a flight requested by an official on flights to and/or from such official's home or within two (2) hours of the flight requested by the official on all other flights;
  - (B) the alternative flight leaves from and arrives at the same airports as the official's chosen flight, save and except in the case of flights to or from the following cities: (i) Newark (in the case of Rangers' and Devils' games only) and New York; (ii) San Jose and San Francisco; and (iii) Miami and Ft. Lauderdale; provided that, in the case of officials who live in the vicinity of the aforementioned cities, where the time from home to the airport in one of the two mentioned cities exceeds the time to the airport in the other mentioned city by 20 minutes, then in such case the affected official shall be entitled to designate a "home airport", in which case no substitutions between airports may be made when the official selects his "home airport" for travel to and from home; and
  - (C) the alternative flight is offered by a major carrier of comparable quality and size using only planes of comparable size and comfort as the official's chosen flight;

For greater certainty, an alternative flight: (i) shall not be booked in a class of service different than the class of service of the official's originally booked flight in accordance with paragraph (e) below; and (ii) shall not be a connecting flight if the official's originally booked flight was a direct non-stop flight, in accordance with paragraph (d) below.

In the event that an official exercises his discretion pursuant to this paragraph (c) and books a flight for which there is not an alternative flight permitted in accordance with this paragraph (c), then the official may not change or re-book the flight originally booked without the prior approval of the League.

No official can travel more than 850 air miles from his home airport to destination airport for his assigned game on day of game unless approved by the NHL.

(d) Direct Non-Stop Flights - An official has the discretion to take direct non-stop flights, if available. The League has the right to request an official to travel via a single connection if: (i) the total travel time is more than two (2) hours; (ii) the

additional travel time imposed by the connection does not exceed two (2) hours; and, (iii) the travel is not during the playoffs, not on game days and not to or from home.

(e) Class of Service:

- (i) For trips of 435 air miles or more from departure airport to destination airport on gameday either from home to the game or from the game to the next game if the next game is on the next day, whether or not involving one flight or multiple flights, tickets shall be booked in business class (or first class if there is no business class).
- (ii) For all trips of 435 air miles or more from departure airport to destination airport on non-gameday, whether or not involving one flight or multiple flights, where the flights are operated by Air Canada, tickets will be booked with Flight Passes in Latitude fare (Flight Passes, in Latitude fare, can be upgraded to executive (assuming availability) at the time of booking, provided the official has an applicable upgrade certificate, or within forty-eight (48) hours of travel without charge or certificate (“Upgrade Rights”). If at any time during the term of this Agreement, the Flight Pass program is eliminated or modified in such a way as to alter the Upgrade Rights, the NHL shall purchase whatever economy ticket is available which provides equivalent Upgrade Rights. If no such equivalent economy ticket is being offered by Air Canada, the parties will negotiate in good faith to best replicate the benefits intended by this provision.
- (iii) For all flights of 435 air miles or more from departure airport to destination airport on consecutive game days, tickets shall be booked in business class (or first class if there is no business class) on the second or subsequent days.
- (iv) For all other travel, including, without limitation, travel to training camp, mini-camps and meetings, tickets shall be booked in coach.

(f) Travel Upgrade Allowance –

- (i) Each official shall be allowed a travel upgrade allowance in the amount of \$3,000 USD per year during the regular season and in the amount of \$2,000 USD per year during the playoffs. For any given flight, the maximum reimbursable upgrade is \$400 USD. Any unused allotment may not be carried over from one season to next, nor be used or transferred to any other official. An official who reaches the maximum upgrade allowance may apply to the League for increase on a case-by-case basis, which the League may grant or deny at its sole discretion.
- (ii) Officials will have the ability to upgrade when booking ticket with travel agent, if the difference between a first class ticket and coach is \$400 or less. The amount paid in such cases to upgrade to first class tickets will be charged to the official’s travel upgrade allowance. In the event the overall cost of the upgrade program for NHL officials (set forth in this section 27(f)) and minor league officials (set forth in section 24(q) above) in any season exceeds two

hundred percent (200%) of the cost of such upgrade program in 2009-10 (i.e., if such yearly cost ever exceeds \$214,000), the NHL and NHLOA shall revert to the upgrade program described in paragraph (f)(i) above, and the parties will negotiate in good faith to revise the program set forth in this paragraph (f)(ii).

- (g) Cancellations - Once flight arrangements are booked and tickets are issued, officials will, in all cases, be expected to adhere to those arrangements. Absent extenuating circumstances, as determined by the Senior Executive Vice-President and Director of Hockey Operations or his designee in their sole discretion, officials will be obligated to pay all penalties associated with the cancellation of a previously booked flight as well as the difference between the total airfare of the cancelled flight and the total airfare of the replacement flight, provided that, in the case of a non-refundable ticket, the official is advised at the time of booking that the ticket to be booked will be non-refundable.
- (h) Selection of Air Travel - For any travel equal to or greater than 150 miles, the official shall be at liberty to select air travel. An official may, however, choose to drive to a game for which air travel is otherwise permitted by this Agreement. In such event, the official will not be reimbursed for such driving in an amount that exceeds the cost that would be attributable to the cost of air travel otherwise permitted by this Agreement.
- (i) Luggage and Other Insurance - The League shall provide luggage insurance in the amount of \$3,000 per person/per trip and a \$500,000 life insurance benefit to each official. The League will use its best efforts to replace the foregoing insurance in the event of a change in current insurance arrangements. NHLOA officials will be entitled to reimbursement of fees payable for up to two (2) checked bags for all work-related travel assignments and up to three (3) checked bags for travel to/from training camp.
- (j) Travel Agent - The League-designated travel service shall be SportsCorp Travel, unless and until the League selects another travel service after consultation with the Executive Director of the NHLOA. The League-designated travel service shall be provided with a copy of the travel policy set out herein and shall abide by the travel policy in all respects.
- (k) Seat Selection - Every effort will be made to have an official booked with a confirmed aisle or window seat when traveling in coach class.
- (l) Disputes - Any dispute that arises in the administration of the travel policy set out herein shall be referred to the Deputy Commissioner of the NHL and the Executive Director of the NHLOA for resolution.

## 28. CONDUCT OF OFFICIALS

- (a) Exclusive Service to NHL - Each official grants to the NHL the exclusive rights to his personal and professional services as a hockey official during the preseason training period and for the duration of the regular season and playoffs, as well as for



all NHL International, World Cup and All-Star games which the official may be requested by the NHL to work in accordance with the terms of this Agreement. An official may not retain any other full-time or part-time employment or conduct any other full-time or part-time business during this period that would, in the reasonable judgment of the NHL, interfere with the official's ability to perform his best work as an NHL hockey official.

No official may accept compensation or anything of value from any NHL Club or any third party unrelated to the League for any services or information related to his activities as a hockey official other than the compensation provided or allowed under this Agreement. Notwithstanding the foregoing, provided that such activities are not sponsored by NHL Clubs or players under NHL contract, an official may participate in and be paid (or otherwise receive compensation or value) for hockey fantasy camps, speaking engagements, personal autograph appearances, social and/or charitable programs, events and functions, hockey clinics, or officiating schools: (i) during the offseason without the need for further consent of the NHL Officiating Department, and (ii) during the season with prior consent of the NHL Officiating Department which shall not be unreasonably withheld.

- (b) Full Cooperation - Each official agrees to perform the duties of referee or linesman, including full cooperation with the League and its television rightsholders and sponsors in such games of the National Hockey League, the American Hockey League and East Coast Hockey League, including exhibition games, preseason games, regular season games, and playoffs, as shall be assigned to him by the League.
- (c) Compliance with League Policies - Each official will observe and carry out all orders and directions which may from time to time be issued by the NHL pertaining to the proper and efficient discharge of his duties as an official, including compliance with the Officiating Team Handbook and submission to such examinations by medical specialists selected by the NHL as may be necessary to establish his physical fitness and/or visual capacity to perform his duties, and that he will faithfully observe any rules of personal conduct as a referee or linesman and as a citizen which the NHL may prescribe from time to time. Each official expressly consents to the delivery by the medical specialists to the NHL of their reports of such medical examinations. Each official will promptly report any injury or medical condition that may affect his performance to the League office.

A copy of the Officiating Team Handbook shall be furnished promptly to the officials and the Executive Director of the NHLOA upon execution of this Agreement and thereafter from time to time amended. The Officiating Team Handbook may be provided in electronic form. The Officiating Team Handbook currently in force is that which was distributed to the officials at the 2010-2011 training camp. For each season thereafter, the League shall distribute to the NHLOA a draft of the Officiating Team Handbook by no later than August 1 of such season. The NHL and the NHLOA agree that the NHL shall consult with the NHLOA regarding any revisions to the rules of conduct set forth in the Officiating Team Handbook by August 15 of each season. The NHL agrees that it shall not amend or modify the rules of conduct set forth in Section 28 of this Agreement or the Officiating Team Handbook, which affect terms or conditions of employment of

any official, without the prior written consent of the NHLOA which shall not be unreasonably withheld.

- (d) NHL Constitution and By-Laws - Each official shall be bound by and have the benefit of the Constitution and By-Laws of the NHL and any amendments which may be made thereto from time to time to the extent said Constitution and By-Laws refer to officials and are not in conflict with the specific provisions of this Agreement. The NHL agrees to furnish to the NHLOA a summary of the applicable rules of the Constitution and By-Laws that may relate to the officials. The Association shall be given notice of, and an opportunity to discuss with League management, any proposed change in the Constitution or By-Laws which would affect their working conditions prior to the proposed effective date of such change, or if that is not reasonably practicable, as soon thereafter as it is.
- (e) Appearance - While on assignment, officials shall dress and be groomed in a fashion that is appropriate for the particular circumstances. In no event shall an official, while travelling or attending a public function at the request of the League, dress in sandals, tee-shirts, sweatpants, cut-offs or athletic shorts.
- (f) Conduct - While on assignment, officials shall at all times conduct and carry themselves in a professional manner. Without in any way affecting the generality of the other provisions of this section, each official agrees to abstain from habits of intemperance, gambling, immorality or other conduct likely to bring himself and/or the NHL and/or the game of Hockey into disrepute or which results in the impairment of public confidence in the honest and orderly conduct of NHL games or the integrity and good character of its officials. Each official further agrees not to frequent gambling establishments or to associate with gamblers or other notorious or undesirable characters. No official shall engage in gambling, betting or wagering (legal or illegal) on NHL hockey, including participation in sports pools, fantasy leagues or fantasy games, or public or private sports lotteries, which involve compensation, prizes or anything else of value.

The use, possession, sale, distribution or manufacture of illegal drugs is prohibited.

Officials are prohibited from selling or trading for anything of value in excess of the cost to such official: (i) any tickets supplied to them by the League or NHL Clubs, or (ii) NHL-related merchandise, autographs or memorabilia. Notwithstanding the foregoing, officials may transfer their tickets to other officials.

Save and except for charitable or good Samaritan purposes, an official shall not, directly or indirectly, ask for, take, sell or market for sale NHL Club or League property, such as pucks, sticks, uniforms, player equipment, line-up cards or the like.

- (g) Public Statements - Each official will refrain from making any public statement concerning the NHL, its Officers or Governors or its policies or any aspect of his duties as an official or any incident occurring in the course of the performance of his duties as an official or about his fellow officials or about any other League or Association with which the NHL has friendly relations, without the express permission of the Commissioner, the Senior Executive Vice-President and Director

of Hockey Operations or their designee. The League shall give the Association written notice of the outcome of disciplinary proceedings involving verbal or physical abuse of officials and the Association and the officials agree to keep same confidential among themselves. These provisions do not prohibit or limit in any manner the right of the official to make such public statements as he may deem necessary to defend himself against critical or defamatory utterances of any kind, oral or written, directed against him, relating to his general competence or integrity as an official or as to his personal character, nor does it prohibit or limit his right to prosecute an action for damages or other redress to which he may be entitled, in respect of any such critical or defamatory statement by whomever made.

- (h) Social Media - Officials shall discontinue existing, and shall not create new, personal Facebook, Twitter or other social media account(s).
- (i) Discipline - Apart from its right to release officials pursuant to section 14 hereof, the NHL shall have the right to discipline, suspend without compensation, and/or fine an official for cause which, without limiting the foregoing, shall include breach of this Agreement, failure to comply with Officiating Team Handbook provisions, or failure to fulfil orders, directions or instructions of the Commissioner of the NHL, the Senior Executive Vice-President and Director of Hockey Operations or their designee. An official shall not, however, be fined by the League for on-ice calls which resulted from an official's exercise of judgment, as opposed to his knowledge of the rules. In the case of a fine for rule interpretation and application, for a first "offence" in any season, the fine shall not exceed \$350. In the case of all other fines, the fine shall not exceed \$1,000. When an official is disciplined, suspended and/or fined, he shall forthwith be notified in writing of the reasons therefor, and a copy of the notice shall be forthwith furnished to the Executive Director of the NHLOA. An official disciplined under this provision may appeal the disciplinary determination to the Commissioner or his designee, whose determination on the appeal shall be final. Upon timely application by the affected official, the Commissioner or his designee may stay any discipline pending an appeal.

All fines paid pursuant to this section shall be paid to Zebra Cares Charities, as directed by the NHLOA.

Proper notification of disciplinary action relating to an NHL official's interaction or altercation with playing or non-playing personnel or under Rule 40 shall be forwarded to the Executive Director of the NHLOA. The NHL shall also provide written notice of League decisions concerning these matters to the official and to the Executive Director of the NHLOA. The parties agree to keep these matters confidential.

## 29. TRAINING CAMPS

Each official agrees to report to: (1) a preseason training camp, (2) a mid-season mini-camp as may be required after the commencement of the season, and (3) a further mini-camp prior to the commencement of the Stanley Cup Playoffs, as designated by the Director of Officiating, at the time and place fixed by the NHL, in good physical condition and to fully participate in designated training camp procedures (which may involve both on-ice and off-

ice instruction). Each official also agrees to keep himself in good physical condition at all times during the season.

The NHL shall pay for all travelling expenses, including hotel and meals, for each training camp.

Officials are permitted to travel to training camp on the day prior to commencement of the training camp and, in such case, will be provided hotel accommodations for the evening prior.

Per diems shall be payable only for travel days during training camp (meals are provided on all other days). The NHL shall pay the cost of food and beverage for the officials' annual "Charity Night" fundraiser. Officials will not receive any reimbursement for dry cleaning expenses incurred during training camp.

### **30. GRIEVANCE PROCEDURE**

- (a) There shall be a grievance procedure available to either party (the NHL or NHLOA) in respect of the interpretation, application or alleged violation of the provisions of the Collective Agreement, except those areas that are within the exclusive preserve of management. Those matters in management's discretion shall not be subject to the grievance procedure nor shall they be arbitrable.
- (b) The grievance procedure shall stand in the stead of any strike, lockout or other job action, as the case may be, as a means for resolving disputes between the parties.
- (c) The parties shall use a two-step grievance procedure as follows:
  - (i) Stage one will consist of a meeting or conference call between the official, a representative of NHLOA, the NHL and counsel for either party, if necessary, within fifteen (15) days of the lodging of the grievance, unless the parties otherwise agree to waive the requirement for such a meeting or conference call. If the matter is not resolved to the satisfaction of the grieving party, that party may in writing submit the matter to arbitration.
  - (ii) Stage two will be an arbitration as follows:
    - (A) The grievance must be submitted to arbitration in writing within fifteen (15) days of the conclusion or waiving of stage one or else it will be deemed abandoned;
    - (B) It will be heard by a single arbitrator unless otherwise mutually agreed;
    - (C) The parties will mutually agree upon the arbitrator within fifteen (15) days of the matter being submitted to arbitration. In the event the parties are unable to agree upon the arbitrator, they shall each nominate a representative who will negotiate with the other party's representative so nominated to select a mutually agreeable arbitrator within the next succeeding fifteen (15) days;

- (D) The arbitration will be conducted within 60 days of an arbitrator being selected, unless the parties agree otherwise.
- (E) It is expressly provided that the arbitrator will not be able to alter, add to, subtract from, modify or amend the Collective Agreement;
- (F) It is expressly provided that the arbitrator shall not have any discretion to issue a remedy of reinstatement in connection with the grievance of a released or retired official, unless the League has been found to have acted unreasonably in connection with the release or retirement of such official;
- (G) The arbitrator's decision will be final and binding upon both the Association and the League;
- (H) Each party will be responsible for one-half of the expenses and fees of the arbitrator and will bear its own expenses, including counsel fees, relating to the arbitration.

### 31. EQUIPMENT

- (a) Officials shall use equipment provided by the League, except that they may use skates and CSA or HECC approved helmets of their own choice, provided such equipment is of a uniform black colour. Subject to the terms of the League's on-ice branding program, officials may display equipment manufacture logos on equipment for all games which the League controls, and in which NHL rules apply. Officials shall be consulted prior to any changes in equipment being implemented.
- (b) Each official shall be provided with a game jersey which shall bear the NHL logo and a number identifying the official. The NHL shall be at liberty to alter the assigned number for officials having four (4) or less years of service under contract with the NHL. In the event the NHL wishes to alter the assigned number for an official having five (5) to nine (9) years of service under contract with the NHL, the NHL shall consult with the affected official in advance of any change. No changes shall be made to the assigned numbers of officials having ten (10) or more years of service under contract with the NHL without the consent of the affected official.
- (c) All current and future officials must wear helmets in accordance with paragraph (a) above.
- (d) All officials under contract for the first time in the 2006-07 season or thereafter must wear visors. Officials under contract for the first time prior to the 2006-07 season may choose not to wear a visor only if they sign a waiver in the form appended hereto as Exhibit H.
- (e) Officials may purchase their own equipment travel bag(s) and are entitled to be reimbursed for up to \$450 (in currency of purchase(s)) by the NHL for those purchase(s) during the term of this Agreement.

- (f) All other equipment and uniform elements (including undergarments) will be provided and paid for by the NHL annually, based on an equipment requisition list that is generated and circulated by the NHL Officiating Department, in consultation with the NHLOA. In the absence of a League-wide program or sponsored partnership with a preferred supplier, equipment and undergarments not on the requisition list may be utilized by officials at their individual discretion and paid for by the NHL provided such cost is comparable to the same equipment on the approved requisition list.

### **32. GAME TICKETS**

Except as otherwise provided in this Agreement, the League will make arrangements on a best efforts basis to make two (2) complimentary tickets available to each game that an official works where such tickets would otherwise be available to the League on a complimentary basis. In the event such tickets are not available to the League on a complimentary basis, the League will make arrangements on a best efforts basis to make two (2) tickets available for purchase for each game that an official works. Officials will be required to call by 2:00 p.m. Eastern Time on the day of the game for which the tickets are required to reserve same. It is the responsibility of the official to pick up the said tickets. In the playoffs, a total of fourteen (14) tickets for each game will be made available for purchase by the officials working in the first three (3) rounds of the playoffs. In the Stanley Cup Finals, a total of 20 tickets for each game will be made available for purchase by the officials working in the Stanley Cup Finals.

### **33. CURRENCY**

Unless otherwise stated, all payments under this Agreement shall be in the currency of the country of residence of the official. All expenses and living allowances will be payable in the currency of the country in which those expenses are incurred.

### **34. MARKETING**

The NHL shall maintain the right to use each official's name and likeness solely for the promotion of the NHL and NHL games, and not for commercial purposes. The NHL shall also have the right to use an official's likeness/image in any NHL-partner sanctioned marketing materials provided the official is not the primary focus of the campaign and/or marketing materials. NHL-partner sanctioned marketing materials that propose to utilize an official's name or feature his likeness prominently will require prior written approval of the affected official and the NHLOA. The NHLOA and its members agree to co-operate with reasonable requests of the NHL or NHL Enterprises regarding marketing and promotional matters. The licence agreement between the NHL and the NHLOA, attached hereto as Exhibit I, which allows the officials to control their own marketing rights and to continue to use the NHL's name, shall be incorporated into and become part of this Agreement. The NHL and NHL Enterprises agree to cooperate with the NHLOA and its reasonable requests regarding its marketing and promotional matters.

35. **OTHER PROVISIONS**

- (a) Counterparts - This Agreement may be signed in counterparts, which shall together constitute a fully-executed Agreement.
- (b) Headings - The headings in this Agreement are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing or interpreting this Agreement.
- (c) Exhibits - All of the Exhibits are an integral part of this Agreement.
- (d) Entire Agreement - This Agreement, along with the accompanying Exhibits, constitutes the full Agreement between the parties, supersedes any prior oral understandings, and may not be modified except in writing signed by both parties.
- (e) Notices - Any notices to be given under this Agreement, except where otherwise stated, shall be given in writing by hand-delivery, first-class prepaid mail, e-mail or facsimile addressed as follows:

- (i) to the National Hockey League

National Hockey League  
1185 Avenue of the Americas - 15th Floor  
New York, NY 10036

Attention: Bill Daly, Deputy Commissioner  
E-mail: bdaly@nhl.com  
Fax: (212) 789-2030

- (ii) to the National Hockey League Officials' Association

Goodmans LLP  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7

Attention: Harry B. Radomski, Executive Director NHLOA  
E-mail: hradomski@goodmans.ca  
Fax: (416) 979-1234

or to other persons as the parties may from time to time direct.

SIGNED and DATED at *New York*

this *23rd* day of February, 2011.

**NATIONAL HOCKEY LEAGUE**

By: *Li Li y*

its: *Deputy Commissioner*

SIGNED and DATED at

this \_\_\_\_\_ day of February, 2011.

**NATIONAL HOCKEY LEAGUE  
OFFICIALS' ASSOCIATION**

By: \_\_\_\_\_

its: \_\_\_\_\_



SIGNED and DATED at

this \_\_\_\_\_ day of February, 2011.

**NATIONAL HOCKEY LEAGUE**

By: \_\_\_\_\_

its: \_\_\_\_\_

SIGNED and DATED at

*Toronto*

this *16<sup>th</sup>* day of February, 2011.

**NATIONAL HOCKEY LEAGUE  
OFFICIALS' ASSOCIATION**

By: *Nancy Rodwin*

its: *Executive Director*

**NHL / NHLOA CBA**  
**NHL REFEREES SALARY SCALE**  
**2010-2014**

Years of Service	2010-11	2011-12	2012-13	2013-14
1	156,507	161,359	162,972	166,231
2	164,539	169,639	171,335	174,762
3	173,240	178,611	180,396	184,004
4	181,942	187,582	189,458	193,247
5	191,044	196,966	198,935	202,914
6	200,682	206,903	208,972	213,151
7	210,855	217,391	219,565	223,956
8	221,700	228,572	230,858	235,475
9	233,077	240,303	242,705	247,559
10	245,124	252,723	255,249	260,354
11	257,841	265,834	268,492	273,862
12	271,227	279,635	282,431	288,080
13	285,419	294,267	297,209	303,153
14	300,412	309,725	312,822	319,078
15	316,207	326,009	329,269	335,854
16	333,025	343,348	353,649	363,374

**NHL / NHLOA CBA**  
**NHL LINESMEN SALARY SCALE**  
**2010-2014**

Years of Service	2010-11	2011-12	2012-13	2013-14
1	107,973	111,077	112,187	113,870
2	111,762	114,975	116,124	117,866
3	115,716	119,042	120,232	122,035
4	119,840	123,285	124,518	126,386
5	124,144	127,713	128,990	130,925
6	128,634	132,332	133,655	135,660
7	133,319	137,152	138,523	140,601
8	138,205	142,179	143,600	145,754
9	143,304	147,424	148,898	151,131
10	148,624	152,897	154,425	156,741
11	154,173	158,606	160,191	162,594
12	159,964	164,563	166,208	168,701
13	166,005	170,777	172,485	175,072
14	172,307	177,261	179,033	181,718
15	178,882	184,025	185,865	188,653
16	185,742	191,082	192,993	195,888
17	192,900	198,446	200,430	203,436
18	200,367	206,127	208,188	211,311
19	208,158	214,142	216,283	219,527
20	216,576	222,803	227,480	235,352



**EXHIBIT D**

**WAIVER AND RELEASE**

For the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ USD/CDN), which amount shall be payable as severance in accordance with the terms of section 14(a) of the Collective Bargaining Agreement (the “CBA”) between the National Hockey League (the “NHL”) and the National Hockey League Officials’ Association and shall be subject to any and all applicable withholding taxes, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mr. \_\_\_\_\_, on his own behalf and on behalf of his legal representatives, heirs, executors, successors and assigns, agrees to release, discharge and covenants not to sue the NHL and its Member Clubs, and each of their owners, partners, shareholders, members, managers, directors, officers, agents, trustees, employees, affiliates, subsidiaries, governors, successors and assigns, from and against any and all claims, demands, causes of action and liabilities of any kind (upon any legal or equitable theory, whether contractual, common-law, statutory, decisional, Canadian, United States, foreign, state, provincial, local or otherwise), whether known or unknown, arising out of or relating to the release or retirement of Mr. \_\_\_\_\_’s employment with the NHL, including, without limitation, any right to appeal or grieve such release or retirement of employment, save and except with respect to any pending and/or continuing obligations that the NHL may have with respect to Mr. \_\_\_\_\_ pursuant to the terms of the CBA and other than the right to appeal or grieve such release or retirement of employment (e.g., salary, severance, pension, post-career medical and dental coverage, employee assistance program, educational program and career counseling, expense reimbursement).

Dated: \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
[Released/Retired Official]

ACKNOWLEDGED AND AGREED:

**NATIONAL HOCKEY LEAGUE**

By: \_\_\_\_\_  
William L. Daly  
Deputy Commissioner



## EXHIBIT F

### NHL/NHLOA Relocation Policy

#### **General Rules**

##### **Applicability**

Except as with respect to “New Hires” as described below, the benefits provided for in the Relocation Policy will be made available to NHLOA officials who either: (i) relocate at the League’s direction or request, or (ii) relocate with the League’s express written approval. The assistance is also offered to “New Hires” provided the League has offered them a contract to begin employment with the League and directs or requests that such proposed “New Hire” relocate from their primary residence to a new location. The Relocation Policy is applicable to both officials who rent their primary residence (“Renters”) and officials who own their primary residence (“Homeowners”). The Relocation Policy does not apply to officials who relocate under Section 20(c)(iii) of the CBA.

##### **Relocation Coordinator**

The League will designate an employee other than the Director of Officiating who will act on the League’s behalf as a liaison with the official in determining his rights and benefits under this policy. This employee’s responsibilities will include, but are not limited to:

- Assisting the relocating official with any policy questions.
- Keeping League management apprised of any issues pertaining to the relocating official’s relocation.
- Promptly reviewing and approving all relocation expense estimates and reports.

##### **Notification of Relocation**

The official will be notified by the League prior to February 1<sup>st</sup> of the year in which the relocation is requested under Section 20(c)(i) of the CBA.

##### **Relocation Timing**

Officials will not be required to relocate during the season. All relocations pursuant to Section 20(c)(i) of the CBA will be effectuated between the end of one season and the beginning of the next season.

##### **Designation of Relocation Candidate**

The determination of whether an official is entitled to receive benefits as a Homeowner, or as a Renter, is based on where the official lives at the time he is notified of a requested relocation.

##### **Residence Eligibility**

A residence that is owned by the official, his spouse or declared domestic partner is eligible to be covered under the Relocation Policy. The residence must be occupied as the official’s primary residence at the time of the requested relocation. Only one (1)

residence is covered under this policy. Vacation or secondary homes, investment or rental properties are not covered by this policy.

### **Reimbursable Expenses**

The League will reimburse officials for the following reasonable relocation expenses:

#### **1. House Hunting Trips**

The official, his spouse or declared domestic partner will be reimbursed for up to three (3) house hunting trips to the new city. (If the relocation is to a city which is less than 300 miles away, the official will be required to drive between cities on his house hunting trips.) Reimbursable expenses include airfare (two (2) coach class tickets), applicable CBA mileage rate (if the official drives), hotel, NHL per diem and taxi or rental car transportation while in the new city. Each house hunting trip may involve a stay of three (3) hotel nights for Homeowners and two (2) hotel nights for Renters. For homeowners, the official may make as many trips as necessary, however, such official shall only be entitled to six (6) airline tickets, nine (9) hotel nights, NHL per diem, taxi and or rental car to complete the purchase and closing on a new residence.

#### **2. Transportation of Household Goods**

The League will reimburse officials for the cost of relocating their household goods and personal belongings. The official must submit estimates from at least two (2) moving companies to the Relocation Coordinator. The League may select either company or request the official to get a third estimate. Reimbursable costs include, but are not limited to:

- Packing
- Transporting
- Unpacking
- Clean-up (removing boxes and debris)

The movers will also handle routine disconnecting and connecting of major appliances such as washers and dryers. The cost of hooking up any appliance requiring a third party (not a mover) is considered a Miscellaneous Expense (which are described below). Any tips paid to the movers are also considered a Miscellaneous Expense.

#### **3. Car Shipment**

For moves in excess of 800 miles, officials will be authorized to ship up to two (2) personal automobiles and up to one (1) motorcycle. For moves under 800 miles, all cars must be driven directly to the new location -- mileage is reimbursed at the applicable CBA rate for up to two (2) cars – but officials will be authorized to ship up to one (1) motorcycle.

#### **4. Insurance and Valuable Items**

The League will reimburse officials for the cost of insuring the shipment of all household goods for full value protection. The official will be responsible for making all

arrangements necessary to insure and move special items such as cash, rare collections, luxury items, fur coats, jewelry, etc.

### **5. Temporary Storage**

Temporary storage will be allowed and reimbursed with approval from the Relocation Coordinator. Officials should attempt to minimize the need for temporary storage by coordinating their “move out” and “move in” dates as close together as possible.

### **6. Final Move Trip**

For moves in excess of 800 miles, the League will pay airfare for the official, his spouse or declared domestic partner, children in his guardian, and up to two (2) household pets. For moves under 800 miles, the official must drive, and will be expected to transport his pets with him. Mileage will be reimbursed at the applicable CBA rate. Hotel expense and NHL per diem while in transit are also reimbursable.

The League will pay temporary living expenses (hotel and NHL per diem) if an official arrives in his new location before his residence can be occupied. The official should attempt to minimize the need for temporary living by coordinating his “move out” and “move in” dates as close together as possible.

### **7. Rental Assistance**

Rental assistance will be available for a limited time in those cases where the official’s rental cost at his prior residence is less than the official’s rental cost of comparable housing at his new residence. The differential (i.e., rental cost of new quarters less cost of old quarters, adjusted to reflect the currency differential) will be subsidized by the League in an amount not to exceed \$1,500 per month and \$12,000 in total. An official may not apply for rental assistance if he takes in a roommate in his new location. Only approved costs fully supported with receipts will be reimbursed. Receipts should be submitted to the Relocation Coordinator.

### **8. Cross-Border Relocation Costs**

To the extent that the League directs or requests a relocation, or expressly approves an official’s request to relocate, from one country to another, the League will also pay all expenses incurred in connection with immigration matters stemming from the relocation, including but not limited to, helping the official to obtain green cards for the official and his family members. The League will begin the process of completing all necessary immigration matters immediately upon the decision is made that an official will be relocating.

The League will reimburse the official for all taxes or duty paid on cross-border shipments of household belongings and up to two (2) automobiles.

The League will change an official’s salary from Canadian to American currency (or from American to Canadian currency) as soon as the official has relocated and obtained appropriate legal documentation in the United States (or Canada) authorizing salary payments to be made.

## **9. Miscellaneous Expenses**

A relocating official who is a Renter will be paid \$1,000 (USD for new United States based city, CDN for new Canadian based city) in miscellaneous relocation expenses not otherwise covered in this policy. A relocating official who is a Homeowner will be paid \$1,500 (USD for new United States based city, CDN for new Canadian based city) in miscellaneous relocation expenses not otherwise covered in this policy. No receipts are required for this reimbursement. This miscellaneous expense reimbursement is intended to cover items including, but not limited to:

- Costs related to connecting utilities
- Fees related to new drivers' licenses and auto registrations, etc.
- Additional automobile shipment costs
- Job search travel expenses for other household members
- Pet carriers
- Hooking up appliances with a third party
- Tips for movers

### **Other Reimbursable Expenses (for League-Directed Moves Only)**

In the case of League-directed moves only, the League will also reimburse officials for the following additional reasonable relocation expenses:

For officials who are Homeowners, the League will reimburse the official for reasonable closing costs associated with selling his existing home. Reimbursable closing costs may include, but not be limited to:

- Attorney's fees, including document preparation fees
- Seller's real estate commissions
- Processing fees
- Recording fees
- All title related costs
- All transfer taxes (city/county/state), but not property taxes

For officials who are Homeowners, the League will reimburse the official for reasonable closing costs associated with the purchase of a new home. Reimbursable closing costs may include, but not be limited to:

- Attorney's fees, including document preparation fees
- Costs of appraisal
- Credit report fees
- Application fees
- Home inspection, including reasonable tests
- Processing fees
- Recording fees
- All title related costs
- All transfer taxes (city/county/state), but not property taxes



The League will reimburse up to a maximum of \$25,000 (USD for new United States based city, CDN for new Canadian based city) for all closing costs listed in this section. Officials will be required to submit supporting documentation for these costs including copies of Settlement Statements. If the relocation is from Canada to the United States, costs incurred in Canadian dollars will be converted and reimbursed in United States dollars on the day payment is made by the League to the official.

#### **Failure to Sell Existing Primary Residence**

A Homeowner is required to put his existing primary residence on the real estate market at Fair Market Value. Fair Market Value shall be determined by a local real estate agent based on appraised value of comparable home sales. If the official fails to have a transfer of title (closed on the sale of the official's property) on his existing house after one hundred and twenty (120) days on the market, the League shall have the right: (i) to seek an independent Fair Market Value appraisal by a qualified real estate appraiser of its sole choosing, and pay to the official the difference between: (a) the lower of the Fair Market Value and the Adjusted Fair Market Value (defined as the midpoint between the two (2) appraised values), and (b) the highest offer that an official receives in the next forty-five (45) days (and would reasonably be able to close) for the purchase of his home, or (ii) delay the official's move for an additional year.

#### **Lease Breaking Assistance**

A Renter should immediately notify his landlord in writing of his planned move date and request a waiver of any lease-breaking penalty due to a League-directed relocation. Officials should attempt to time their move in such a way as to minimize lease-breaking penalties. The official must get approval in advance from the Relocation Coordinator before agreeing to the payment of any lease-breaking penalty. Once approval has been sought and granted, the League will reimburse the official for all out-of-pocket costs associated with any lease-breaking penalty.

#### **Repatriation**

If an official is relocated at the League's direction or request and is released for substandard performance within five (5) years from the date he officially relocated to his new residence, then the League shall reimburse all expenses covered in the relocation policy for a repatriation back to the official's original residential area, save as to rental assistance. This shall include cross-border relocation.

Such official must give notice to the League of his intent to repatriate within six (6) months of his release (but in any event no later than December 31 of that calendar year) and such repatriation must be completed within twelve (12) months of his release (but in any event no later than June 30 of the following calendar year). Upon the completion of his repatriation, such official will begin to collect severance in the native currency of his new residence.

**NHL / NHLOA CBA  
MINOR LEAGUE REFEREES SALARY SCALE  
2010-2014**

<b>Years of Service</b>	<b>ALL YEARS</b>
1	78,286
2	80,896
3	83,505
4	86,115
5	88,725
6	91,334

**NHL / NHLOA CBA  
MINOR LEAGUE LINEMEN SALARY SCALE  
2010-2014**

<b>ALL YEARS</b>
55,000

**EXHIBIT H**

**WAIVER**

TO WHOM IT MAY CONCERN:

I have reviewed Article [31(d)] of the Collective Agreement between the National Hockey League (the "NHL") and the National Hockey League Officials' Association (the "NHLOA") regarding the mandatory use of visors.

I was under contract with the NHL prior to September 1, 2006 and hereby claim exemption from said mandatory use of visors for the \_\_\_\_\_ season.

In consideration of such exemption, I hereby agree, based on the granting of this exemption to me, that I will assert no claim for damages on account of injury sustained as against the NHL, its Member Clubs, the NHLOA and the NHL players, and each of their respective owners, partners, shareholders, members, managers, governors, directors, officers, agents, trustees, employees, affiliates, subsidiaries, successors and assigns. However, this will not affect any entitlement I may have for benefits under the Collective Agreement.

Dated: \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Official



**NHL ENTERPRISES, L.P.**

1251 Avenue of the Americas, New York, NY 10020-1192  
(212) 789-2000 FAX (212) 789-2020

July 12, 2002

Harry B. Radomski  
Executive Director, NHLOA  
c/o Goodmans LLP  
260 Yonge Street  
Suite 2400  
Toronto, Ontario M5B 2M6  
CANADA

Re: License Agreement

Dear Sirs:

This letter sets forth the understanding between NHL Enterprises, L.P. ("NHLE"), NHL Enterprises Canada, L.P. and NHL Enterprises B.V. (collectively, the "NHLE Entities"), on the one hand, and the National Hockey League Officials' Association (the "NHLOA"), on the other hand, with respect to the continued use by the NHLOA of the name "National Hockey League" (the "NHL name") and the initials "NHL" (the "NHL initials" and, together with the NHL name, the "NHL name and initials").

The NHLE Entities hereby consent to the continued use by the NHLOA of the NHL name and initials solely as part of its name and identifying initials both for identification purposes and in connection with its marketing activities, subject to the terms and conditions of this letter. The effectiveness of this consent shall be for a period of ninety-nine (99) years beginning on the date hereof, which period shall be extended automatically thereafter on a year-to-year basis (the "Extension Period"), unless the License Agreement is terminated by the NHL at any time during the Extension Period upon reasonable written notice.

The NHLOA agrees to continue to use the NHL name and initials consistent with the usual and past high standards and past activities of the NHLOA. If so requested by NHLE, the NHLOA shall submit to NHLE samples of the materials in which the NHL name and/or NHL initials are used for purposes of commercial marketing and/or are produced for sale or distribution to the general public. The NHLOA acknowledges that the NHL name and initials are owned by the NHL and may only be

used with the consent of the NHLE Entities. During the term of this License Agreement, the NHLOA will not attack the title or right of the NHLE Entities and/or the NHL to the NHL name and/or NHL initials.

Please acknowledge the terms of this letter by signing on behalf of the NHLOA below and returning an original copy of this letter to the attention of Matthew Kline, Esq.

Sincerely yours,

**NHL ENTERPRISES, L.P.**

By: NHL Enterprises, Inc.,  
its General Partner

**NHL ENTERPRISES CANADA, L.P.**

By: National Hockey League Enterprises  
Canada, Inc., its General Partner

**NHL ENTERPRISES B.V.**

By: NHL Enterprises, Inc.,  
its Managing Partner

By: Mary Sotis  
Mary Sotis  
Vice President - Legal and  
Associate General Counsel

Acknowledged and Agreed:

**NATIONAL HOCKEY LEAGUE  
OFFICIALS' ASSOCIATION**

By: Mary Rad  
Name: HURRY RADOWSKI  
Title: EXECUTIVE DIRECTOR