

Temporary CBA Modifications and the Formation of “Taxi Squads”

The parties agree to the modifications set forth below effective as of December 26, 2021 and continuing through the remainder of the 2021-22 Season except where otherwise indicated herein. The parties further agree that these modifications may be eliminated or adjusted at any time by mutual agreement to the extent it is determined the circumstances either warrant such an adjustment or the circumstances no longer warrant a need for such modifications.

1) Section 16.13

For the 2021-22 Season only, Section 16.13 of the CBA shall be amended such that Clubs shall not be subject to the limitation of subparagraph (b)(ii).

2) Section 50.10(e)

For the 2021-22 season only, a Club shall be permitted to Recall a Player pursuant to the Roster Emergency Exception with an Averaged Amount (if calculated exclusive of Exhibit 5 Performance Bonuses) that is no more than \$1,000,000. For purposes of clarity, any Performance Bonuses earned by a Player Recalled pursuant to Section 50.10(e) shall be included in determining a Club’s Performance Bonus Overage for the 2022-23 season.

Additionally, the following language will be appended to Section 50.10(e) for the 2021-22 season only:

Notwithstanding the foregoing, applicable to the 2021-22 Season only, if a Club has less than two (2) goaltenders on its Active Roster who are able to play in the Club’s next Regular Season game due to injury or illness, it will be permitted to Recall a goaltender immediately without the Club playing the previous game with fewer than two (2) goaltenders.

Additionally, should both goaltenders on a Club’s Playing Roster become incapacitated during an NHL Game, the Club will similarly be permitted to immediately Recall a goaltender for purposes of playing in such NHL Game.

For clarity, any Goaltender Recalled per Section 50.10 (e) will, on the date of such Recall (even if such Recall occurs after the appropriate 5:00 p.m. deadline) and during the period of such Recall, be included in the Players’ Share but will not count against the Club’s Averaged Club Salary.

Notwithstanding the foregoing, applicable to the 2021-22 Season only, if a Club has less than twelve (12) Forwards or six (6) Defenseman on its Active Roster who are able to play in its next Regular Season game specifically by virtue of Players being unavailable due to COVID-19 Protocol, such Club will be permitted to Recall a Player(s) at the deficient position(s) without the Club having to play the previous game with fewer than 18 Skaters.

3) “Taxi Squad” Regulations

GENERAL

The parties agree to the formation of a “Taxi Squad” on the terms set out below.

NHL Clubs are permitted to form “Taxi Squads” on a temporary basis beginning on December 26, 2021 (subject to Holiday Roster Freeze restrictions) and lasting through the date of their final NHL Game prior to the scheduled dates for the 2022 All-Star Break (the “temporary formation period”). After each Club’s final game before the All-Star Break, its “Taxi Squad” will dissolve. The NHL Club may then Recall or Reassign the Players that were assigned to the Taxi Squad.

NHL Clubs are permitted to assign a maximum of six (6) Players to their Taxi Squad. All such assignments will be subject to Waiver requirements as applicable. No individual Player may spend more than twenty (20) cumulative days on the “Taxi Squad” during the temporary formation period.

The purpose of the “Taxi Squad” is to provide Clubs with readily available Players that can be recalled to the NHL in order to minimize the chances that Clubs have to play shorthanded or games have to be postponed due to pandemic-related issues. Taxi Squads are not intended to be salary cap management tools and all transactions involving the “Taxi Squad” will be reviewed by the League to ensure they are not being filed contrary to the intentions/purpose of these provisions. Accordingly, the following Players are not eligible to be assigned to the “Taxi Squad” during the temporary formation period:

- i) All Players who are a) on an NHL Active Roster, Injured Reserve or designated Non-Roster as of December 22, 2021 (other than by virtue of an Emergency Recall) and b) are exempt from Regular Season Waivers and c) who have been on an NHL roster (including the Injured Reserve List and COVID-19 Protocol) for 75 percent or more of the days of the Regular Season up to and including Wednesday, December 22, 2021 (i.e., has been on an NHL roster for 54 days or more between October 12, 2021 and December 22, 2021); and
- ii) All Players who are a) on an NHL Active Roster, Injured Reserve or designated Non-Roster as of December 22, 2021 (other than by virtue of an Emergency Recall) and b) are exempt from Regular Season Waivers and c) who participated in 16 of their Club’s last 20 games played up to Wednesday, December 22, 2021. For clarity, for purposes of this provision, a goaltender who dresses for a game shall be deemed to have participated in such game.

The Players on Loan to the “Taxi Squad” will be permitted to travel and practice with the NHL Club, however, such Players can only play in an NHL Game if Recalled and placed on the NHL Club’s Active Roster before such NHL Game (and no later than the appropriate 5:00 p.m. deadline).

Notwithstanding the above, a “Taxi Squad” goaltender will be permitted to be Recalled after the appropriate 5:00 p.m. deadline for the purposes of playing in an NHL Game if the Club has less than two (2) goaltenders on its Active Roster who are able to play in the Club’s next game, and provided further that the Club either a) has appropriate Payroll Room to have effectuated a Recall of such a goaltender or b) all the requirements of CBA Section 50.10(e) (with the exception of Subparagraph (v) thereof) are satisfied. In the latter case, such goaltender would be eligible to play the game in accordance with such Section 50.10(e). The Club shall file a Recall for the goaltender as promptly as possible, and such Recall will be dated and effective as of the appropriate 5:00 p.m. deadline on the date of the NHL Game.

For purposes of clarity, any goaltender Recalled per CBA Section 13.12 after the appropriate daily 5:00 p.m. deadline will be included in both the Players' Share and the Club's Averaged Club Salary as of the date of such Recall.

Players on Loan to the "Taxi Squad" can participate in NHL Club practices and activities and travel with the NHL Club. Players on Loan to the "Taxi Squad" are not permitted to participate in practices and activities with Players/staff outside the NHL Club (i.e., such Players must remain the responsibility of the NHL Club and subject to all applicable Club Rules, including the requirements of the COVID-19 Protocol).

Although not all Players on Loan to the "Taxi Squad" are required to travel with the Club to all away games, it is recommended that a sufficient number of "Taxi Squad" Players travel with the Club to ensure an adequate number of Players are available for Recalls as may be necessary.

Should a Player who is on Loan to the "Taxi Squad" be deemed by the Club Physician to require a period of quarantine or isolation in connection with the operation of the COVID-19 Protocol, the Club will have the option to request that such Player be excluded from the maximum Players permitted to be assigned to the Club's "Taxi Squad". Such request and exclusion is subject to approval of the Commissioner or his designee.

Should a Player who is assigned by a Club to its "Taxi Squad" be deemed Unfit to Play by the Club's Physicians (other than by reasons covered by the COVID-19 Protocol), the Club may request that such Player be excluded from the maximum Players permitted to be assigned to the Club's "Taxi Squad". Such request and exclusion is subject to approval of the Commissioner or his designee, who will take into consideration any relevant factors, including but not limited to, the projected period such Player will remain Unfit to Play and the period of quarantine required for a Player reassigned to take such unfit Player's spot on the "Taxi Squad."

COMPENSATION

Players who are assigned to the "Taxi Squad" will be compensated consistent with an assignment to the American Hockey League for each day they spend on the "Taxi Squad."

In addition to the foregoing compensation received pursuant to their SPCs and any other compensation or benefits pursuant to this agreement and/or the CBA, Players shall also receive a stipend of \$500 USD for each day they are on a "Taxi Squad". Any such stipend payments shall be off Players' Share.

Should a Player be injured while on Loan to the "Taxi Squad", that Player will be considered to have sustained an injury in the Minor Leagues for the duration of such injury subject to the provisions concerning compensation and benefits set forth in this agreement. A Player diagnosed with COVID-19 based on a testing sequence that commenced during the period he was on the "Taxi Squad" shall continue to receive compensation and benefits to which Players assigned to the "Taxi Squad" are entitled for the duration of his resulting unavailability. For the purposes of Section 2 D of the 2021-2022 COVID-19 Protocol, a Player shall be deemed to have contracted COVID-19 during and arising out of the course of his employment while on NHL Roster if the diagnosis is based on a testing sequence commenced during the period he was in the NHL.

Players on Loan to the “Taxi Squad” will be included within the Club’s Averaged Club Salary in the same manner they otherwise would if on Loan.

BENEFITS

Players who are on Loan to the “Taxi Squad” will be covered under NHL insurance during the course of the Regular Season while on Loan to the “Taxi Squad”. Such coverage will extend to include their eligible dependents.

For Players who are covered under the NHL health insurance as part of the “Taxi Squad”, the calculation for eligibility for offseason coverage will include the “Taxi Squad” days as part of the days on roster in determining offseason coverage eligibility.

Players who are on Loan to the “Taxi Squad” will be covered under the NHL disability insurance plan. Players who qualify for offseason health insurance as described in the preceding paragraph will also be covered for offseason disability insurance.

Players who are on Loan to the “Taxi Squad” will be covered under the NHL Life and AD coverage.

The cost of NHL insurance coverage for “Taxi Squad” Players (and their eligible dependents) during the Regular Season and during the offseason for Players (and their eligible dependents) who became eligible for offseason coverage as a result of the inclusion of their “Taxi Squad” days as part of their days on roster will be off Players’ share.

Players on Loan to the “Taxi Squad” will not be eligible for Pension credits. Players who hold a permanent residence in the NHL home city who are on Loan to the “Taxi Squad” will not receive any housing or rental car benefits. For purposes of clarity specifically under this agreement, and without prejudice and without precedent, the parties agree that the preceding sentence does not limit eligibility for rent or mortgage reimbursement for a Player on a two-way SPC who is Loaned to the “Taxi Squad”, pursuant to CBA S. 14.2 (a)(ii).

Players on Loan to the “Taxi Squad” who do not have a permanent residence in the NHL Club’s home city will be provided hotel accommodations in accordance with CBA Section 14.4 and a rental Car and Per Diem in accordance with CBA Section 14.5 for the duration of their time with on the “Taxi Squad”.

Clubs will report housing, per diem and rental car benefits provided to “Taxi Squad” players on their monthly Benefits Reporting Forms under the Transfer Type “Loan – Taxi Squad”.

Players who are on a Club’s “Taxi Squad” during the 2021-22 Season and do not otherwise earn a year of professional experience (for purposes of CBA Sections 10, 12 and 13), will be credited with a professional game (not an NHL Game) for each game played by the NHL Club while such Player is on the “Taxi Squad” for purposes of determining whether they have met the thresholds within CBA Sections 10, 12 and 13.