

COLLECTIVE BARGAINING AGREEMENT
between
NBA SERVICES CORP.
and the
NATIONAL BASKETBALL REFEREES ASSOCIATION
(August 26, 2015)

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AGREEMENT made as of this 26th day of August, 2015, by and between NBA Services Corp. and the National Basketball Referees Association (“NBRA”):

Article I

Definitions

As used in this Agreement, the following terms shall have the following meanings:

1. “Game” means any game played by an NBA team during any Pre-Season, Regular Season, or Playoffs.
2. “NBA” means NBA Services Corp. or the National Basketball Association, as the context shall imply.
3. “Off-Season” means any period during the term of this Agreement beginning the day after the last Playoff Game of any Season and ending the day before the first day of Referee Training Camp in the next Season, except following the 2021-22 Season, when such period will end on the day this Agreement expires.
4. “Playoffs” means, with respect to any Season during the term of this Agreement, the period beginning on the first day and ending on the last day of playoff (as opposed to pre-season or regular season) competition among or between NBA teams.
5. “Pre-Season” means, with respect to any Season during the term of this Agreement, the period beginning on the first day of Referee Training Camp and ending on the day preceding the first day of the Regular Season.
6. “Referees” means all persons employed by the NBA as active game officials in the United States and Canada under the terms of this Agreement.

7. “Regular Season” means, with respect to any Season during the term of this Agreement, the period beginning on the first day and ending on the last day of regular season (as opposed to pre-season or playoff) competition among or between NBA teams.

8. “Season” means any NBA season during the term of this Agreement beginning on the first day of Referee Training Camp and ending on the day of the last Playoff Game.

9. “Travel Day” means a day on which a Referee (i) is required by the NBA to stay in a hotel, and (ii) actually stays in a hotel and pays, or otherwise covers by coupons and/or rewards points, the hotel’s charges for that day (as evidenced by the submission of valid hotel receipts to the NBA).

10. “Year” means any period during the term of this Agreement beginning on October 1 and ending on the following September 30, except in 2022, when such period will end on the day this Agreement expires.

11. “Years of Service” means the number of years of NBA service credited to a Referee under the terms of this Agreement. Under no circumstances shall the definition of Years of Service herein be used for purposes of determining a Referee’s “Years of Referee Service” under the Restated National Basketball Association Referees’ Pension Plan or the NBA Retirement Plan for Referees.

Article II

Union Recognition; Union Security; Dues Check Off; Years of Service; Non-Discrimination

Section 1. Union Recognition.

(a) The NBA recognizes the NBRA as the exclusive collective bargaining representative of all Referees, and the NBRA warrants that it is duly empowered to enter into this Agreement for and on behalf of such Referees.

(b) Notwithstanding Article II, Section 1(a) above, the NBA does not recognize the NBRA as the collective bargaining representative of any Referees, or any other persons, outside of the United States and Canada. Neither any term of this Agreement, nor the application of any term of this Agreement to games or events outside of the United States and Canada (including, without limitation, pursuant to Article III, Sections 7 or 8), shall be construed to constitute such recognition of the NBRA by the NBA.

Section 2. Union Security and Dues Check-Off.

(a) Except where prohibited by law, within the later of forty-five (45) days after the execution date of this Agreement, or forty-five (45) days following the date of employment, a Referee must, as a condition of employment, (i) become and remain a member of the NBRA in good standing, or (ii) begin and subsequently continue to pay financial core obligations to the NBRA related to collective bargaining and the administration of collective bargaining agreements.

(b) During the period covered by this Agreement, and except where prohibited by law, the NBA agrees to check off, from the salary of each Referee who is a member of the NBRA and who has so authorized the NBA in writing, the regular dues, charges

and initiation fees as assessed against such Referee by the NBRA, and to remit such dues, charges, and/or initiation fees to the NBRA at the times and in the manner specified in the Referee's written authorization.

(c) The NBRA indemnifies, saves and holds harmless the NBA against any and all claims, demands, suits, or other forms of liability that may arise, directly or indirectly, in connection with the enforcement or application of any term or provision of this Section 2, including, without limitation, claims relating to any action taken by the NBA in reliance upon any written authorization provided hereunder.

Section 3. Years of Service.

Annexed hereto as Exhibit A is a list of Referees and their respective Years of Service as of the conclusion of the 2014-15 NBA Season. Beginning with the 2015-16 Season, each Season during the term of this Agreement shall count as one (1) Year of Service for a Referee if, during the applicable Season, such Referee (i) is assigned to work in the NBA and (ii) officiated at least one (1) Pre-Season or Regular Season Game. A Year of Service will be credited to a Referee on the June 30th following the Season for which it is being credited.

Section 4. Non-Discrimination.

Neither the NBA nor NBRA shall discriminate against any employee covered by this Agreement by reason of race, color, national origin, religion, gender, age, disability, alienage or citizenship status, ancestry, marital status, creed, genetic predisposition or carrier status, sexual orientation, veteran status, familial status, union membership, or any characteristic protected by law. At the election of the grievant, any claims of such discrimination, including, but not limited to, a claim made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42 U.S.C. § 1981, the Family and Medical Leave Act, or any other similar law, rule, or regulation pertaining to discrimination in

employment, may be subject to the grievance and arbitration procedures set forth in Article XV of this Agreement; provided, however, that if the grievant elects to pursue his/her claim (a) through the grievance and arbitration procedure, when the grievance is referred to arbitration in accordance with Article XV, Section 2(d), the grievant will be deemed to have waived his/her right to pursue all discrimination claims arising out of the same transaction or facts underlying the grievance in any forum other than in arbitration (and will so confirm such waiver by signing the form annexed hereto as Exhibit B and providing such form to the NBA's General Counsel within five (5) days of the waiver), or (b) by commencing a proceeding in federal or state court or any forum other than arbitration, the grievant will be deemed to have waived his/her right to pursue all discrimination claims arising out of the same transaction or facts underlying the grievance in arbitration. In rendering a decision, the arbitrator shall apply the law as set forth in the statute under which the claim is brought, including, but not limited to, the applicable statute of limitations and remedy. Nothing herein shall prevent an employee from filing a charge with the Equal Employment Opportunity Commission or any other administrative agency.

Article III

Work Assignments and Scheduling

Section 1. Management Rights with Respect to Assignment and Scheduling.

(a) Except as may be set forth below in this Article III, all matters relating to the assignment and scheduling of work for Referees shall be in the sole and absolute discretion of the NBA. The foregoing shall not, however, detract from the rights accorded Referees to submit vacation requests in accordance with Article VII, Section 1 below.

(b) Except as may be set forth below in this Article III, a Referee assigned to officiate any Game, or to perform any other work pursuant to the terms of this Agreement, shall be required to accept and perform such assignment unless, upon request by the Referee, the head of the NBA Referee Operations Department (or his designee), in his sole and absolute discretion, decides to relieve the Referee of such assignment, provided that a Referee may reject an assignment if (i) the assignment is a Pre-Season Game to be played outside of the United States or Canada, or (ii) the Referee qualifies for leave of absence in accordance with the NBA's Family and Medical Leave of Absence Policy ("FMLA Policy").

(c) Referees are eligible for unpaid leave of absence pursuant to the NBA's FMLA Policy and applicable laws and regulations. A Referee will have met the requirement under the NBA's FMLA Policy to "have worked at least 1,000 hours during the previous 12-month period before the date the leave is to begin" only if the Referee was assigned to work and officiated at least thirty-one (31) Games during the previous 12-month period before the date the leave is to begin.

Section 2. Number of Referees Per Game.

The NBA shall assign three (3) Referees to officiate each NBA Pre-Season, Regular Season and Playoff Game played in the United States or Canada. Notwithstanding the foregoing, the NBRA acknowledges that, due to missed assignments, sudden injury, unforeseen events, or other similar circumstances, less than three (3) Referees may be present to officiate any particular Game. In such an event, the Referees present at such Game shall discharge their duties to the best of their abilities, without any further obligation on the part of the NBA.

Section 3. Number of Game Assignments.

(a) During each Season, a Referee may be assigned to work up to a maximum of eighty-two (82) Pre-Season and Regular Season Games. Notwithstanding the foregoing, during each Season, the NBA shall have the right to require a Referee to officiate more than eighty-two (82) such Games. For each such Pre-Season and Regular Season Game officiated in excess of eighty-two (82), and subject to Article III, Section 3(b) below, such Referee shall receive 1/82nd of the Referee's annual salary for that Season (as set forth in Article IV, Section 1), plus an additional amount (an "Additional Amount") of \$500.

(b) For the sole purpose of determining whether any Additional Amount is payable to a Referee in accordance with Article III, Section 3(a) above, the calculation of the total number of Pre-Season and Regular Season Games officiated by a Referee during any Season shall include (i) the NBA's assignment of such Referee to any such Game which is necessitated by an unforeseen circumstance affecting another Referee, including, but not limited to, illness, injury, family emergency or travel difficulty, and (ii) any Pre-Season and Regular Season Game that is cancelled, provided that prior to the cancellation of such Game the Referee has departed for the city in which the cancelled Game was to be played.

(c) The NBA shall provide Referees with their Pre-Season schedule of assignments on or before September 15th. For Regular Season Games played in October or November, the NBA shall provide Referees with their schedule of assignments on or before October 5th. For Regular Season Games played in December, January, or February, the NBA shall provide Referees with their schedule of assignments on or before the fifth (5th) day of the month prior to the month in which the assigned Regular Season Games are to be played. For Regular Season Games played in March or April, the NBA shall provide Referees with their schedule of assignments twenty-one (21) days in advance of the first such assigned Game. If any deadline set forth in this paragraph falls on a weekend or national holiday, the NBA shall provide the schedule on the next business day.

(d) The schedule for the month of December shall include assignments through January 3rd.

Section 4. Playoff Games.

(a) No Referee with less than two (2) Years of Service at the commencement of any Season shall be eligible to officiate any Playoff Games played during that Season. In the event, however, that the NBA does not have a sufficient number of Referees to staff Playoff Games adequately, Referees with less than two (2) Years of Service shall be eligible to officiate such Playoff Games.

(b) The NBA may assign Referees to serve as alternate officials at Playoff Games (“Alternate Playoff Officials”). Without limiting the NBA’s exclusive right to determine the duties and responsibilities of a Referee assigned to serve as an Alternate Playoff Official at a Playoff Game, and in addition to complying with all other terms of this Agreement, a Referee assigned as an Alternate Playoff Official will be required to:

- (i) Attend and participate in all pre-game, halftime, and post-game activities required of Referees assigned to officiate the Game;
 - (ii) Be dressed in the NBA-mandated game uniform for the duration of the Game;
 - (iii) Remain stationed in the Referees' dressing room for the duration of the Game;
 - (iv) Watch the Game on the television monitor in the Referees' dressing room;
 - (v) Be prepared to work as a Referee in the Game; and
 - (vi) Work as a Referee in the Game at the direction of the NBA.
- (c) (i) The list of Referees selected for the first round of the Playoffs will be provided to the NBRA and the Referees selected for the first round one (1) week in advance of the first Game of the first round;
- (ii) The NBA will make reasonable efforts to provide the list of Referees selected for the second, third and fourth rounds of the Playoffs to the NBRA and the Referees selected no later than forty-eight (48) hours prior to the first Game of the respective round.
- (d) Immediately following the NBA's notification to Referees selected to officiate a Game 5, Game 6, or Game 7 of a Playoff round, the NBA shall provide an email notification to all Referees selected to work in that Playoff round that Playoff Game assignments for Game 5, Game 6, or Game 7, as applicable, have been made.

Section 5. Assignments to Non-Referees.

Notwithstanding anything to the contrary that may be set forth in any other provision of this Agreement:

(a) The NBA may assign persons other than Referees to officiate Pre-Season Games, provided that the number of such Pre-Season Game assignments does not exceed twenty-four (24) per Season. In the event the NBA makes such assignments, all Referees with ten (10) or more Years of Service shall be offered the opportunity to officiate no less than four (4) Pre-Season Games during that Season. The maximum and minimum assignment limits in the foregoing two sentences are based on a Pre-Season schedule in which each NBA team is permitted to play up to eight (8) Pre-Season Games (the “Pre-Season Game Maximum”); if the NBA reduces the Pre-Season Game Maximum during the term of this Agreement, such maximum and minimum assignment limits shall be reduced in proportion to the reduction in the Pre-Season Game Maximum.

(b) The NBA may assign persons other than Referees to officiate Regular Season Games played during the first three (3) months of any Regular Season, provided that the number of such Regular Season Game assignments does not exceed fifty (50) per Season. In assigning persons other than Referees to officiate Regular Season Games in accordance with the preceding sentence, the NBA will use its best efforts to ensure that Referees with less than ten (10) Years of Service do not lose Regular Season Game assignments during the first three (3) months of a Regular Season.

(c) The number of non-Referees officiating any Pre-Season or Regular Season Game will be limited to one (1) for any particular Game, provided that the foregoing limitation will not apply in the event of unforeseen circumstances affecting another Referee, including, but not limited to, illness, injury, family emergency or travel difficulty.

Section 6. All-Star Game and Related Events.

Referees will be assigned by the NBA to officiate (i) the NBA’s annual All-Star Game, and (ii) other contests or exhibitions presented in connection with such All-Star Game,

including, for example and without limitation, the Rising Stars Challenge, the Shooting Stars event, the Skills Challenge event, the Three-Point Shooting Contest, and the Dunk Contest (such contests or exhibitions, collectively referred to herein as “All-Star Events”). Referees assigned to work the All-Star Game and/or All-Star Events shall be notified of their assignments upon the release of the January 5th schedule.

Section 7. Games Outside of the United States and Canada.

To the extent the NBA controls the assignment of officials for Games played by NBA teams outside the United States and Canada, the NBA (to the extent permitted by law) shall assign Referees. In the event of such assignment, the NBA shall notify the General Counsel of the NBRA, and the terms and conditions of this Agreement, as appropriate in the circumstances, shall apply.

Section 8. Developmental League.

Notwithstanding the provisions of Article III, Section 3 above, during any Season the NBA may assign one or more Referees with less than four (4) Years of Service to officiate games in any developmental basketball league then affiliated with the NBA, including, e.g., the NBA Development League (a “Developmental League”). The decision to assign any, some, or all such Referees to a Developmental League, and the number of Developmental League games to which any such Referees are to be assigned, shall be in the NBA’s sole and absolute discretion; provided, however, that during each Season in which a Referee is assigned to a Developmental League, such Referee will officiate no less than thirty-one (31) Pre-Season and Regular Season Games in the NBA; and provided further that the NBA shall notify the General Counsel of the NBRA of any such assignment. In the event of any such assignment to a Developmental League located outside of the United States and Canada, the terms and conditions of this Agreement, as appropriate in the circumstances, shall apply. Solely for purposes of

compensation, Years of Service, and benefits under this Agreement, all Developmental League games assigned to and officiated by a Referee shall count as NBA games.

Section 9. Pre-Season Training Camp.

Prior to the commencement of each Season, the NBA may require Referees to report to a training camp at a place and time designated by the NBA (“Training Camp”).

Section 10. Instructional Camp.

(a) For training purposes, and in addition to Training Camp, the NBA may require Referees, who, following the conclusion of any Season, are placed in Group III (in accordance with Article X, Section 2), to attend for a period of up to ten (10) days an instructional camp during the immediately following Off-Season at a place and time designated by the NBA (“Instructional Camp”). Any Referee not required to attend such Instructional Camp may request permission to attend, and permission to attend will not be unreasonably denied by the NBA. Nothing herein shall require the NBA to conduct an Instructional Camp at any time.

(b) The NBA may offer any number of Referees the opportunity to serve as instructors at an Instructional Camp. No Referee shall be required to accept such offer or otherwise serve as an instructor at an Instructional Camp. Nothing herein shall limit the NBA in any way from hiring or employing persons other than Referees as instructors at any Instructional Camp.

Section 11. Meetings with NBA Players and Team Personnel.

The NBA may require any number of Referees to attend meetings and make presentations (at places and times designated by the NBA) regarding game rules or other officiating matters, including, but not limited to, a Coaches and Referees Summit with NBA

coaches and/or other NBA team personnel, the Rookie Transition Program, and Pre-Season meetings with NBA teams (including players and/or team personnel).

Section 12. Replay Center.

(a) The NBA may require any number of Referees to work in the NBA Replay Center (the “Replay Center”) during the Season.

(b) A Referee working in the Replay Center will perform replay-related duties as designated by NBA Referee Operations management, including, but not limited to, final decision making during Games with respect to Game events (e.g., calls, non-calls, violations) following video review from the Replay Center. During the first year of this Agreement, there will be no substitutions of Referee Operations management personnel for Referees with respect to any final decision making regarding Game events following video review from the Replay Center. Beginning with the second year of this Agreement and thereafter, the NBA may exercise its management rights pursuant to Article XIV, Section 1(b) and through Referee Operations management personnel make any final decisions about Game events following video review from the Replay Center. With the exception of assigned Referees or NBA Referee Operations management personnel, no other person shall participate in final decision making about Game events following video review from the Replay Center, other than to provide technical assistance.

(c) Replay Center shifts shall generally be limited to seven (7) hours or less, beginning thirty (30) minutes before the scheduled start time of the first Game played during the shift, provided that no shift will end until the conclusion of any and all Games that are scheduled to start within five (5) hours after the beginning of the Referee’s shift.

(d) The NBA shall provide Referees with notice that they are required to work in the Replay Center at the same time that the NBA provides Referees with their schedules of

Game assignments pursuant to Section 3(c) above. The types of Game events (e.g., calls, non-calls, violations) subject to video review from the Replay Center shall be defined in the Work Rules for NBA Officials at the commencement of each Season. The NBA will meet with NBRA representatives for the purpose of discussing the initial development of these work rules and any future substantive changes to these work rules. Notwithstanding the foregoing, nothing herein shall limit the NBA's right to determine in its sole discretion the types of Game events that are subject to video review from the Replay Center and all playing rules and procedures related thereto.

(e) Replay Center assignments will not be considered as an alternative to performing the work of an active Referee through a schedule of Game assignments because the essential function of a Referee's job is to officiate NBA Games on the playing courts where NBA teams are playing.

(f) Assignments to work in the Replay Center are not Game assignments and, accordingly, any terms and conditions of this Agreement applicable to Game assignments or to officiating Games shall not apply to Replay Center assignments; provided, however, that assignments to work in the Replay Center shall count as Game assignments or as officiating Games solely for the purposes of determining the following: (i) Years of Service pursuant to Article I, Section 11 and Article II, Section 3; (ii) FMLA eligibility pursuant to Article III, Section 1(c); (iii) the number of Pre-Season Games offered to Referees with ten (10) or more Years of Service pursuant to Article III, Section 5(a); (iv) Game schedules pursuant to Article III, Sections 13(a) and 15; (v) ground transportation within cities of Game assignments pursuant to Article V, Section 9; (vi) mode of travel to and from Game assignments pursuant to Article VI, Section 1; (vii) submission of an Itinerary pursuant to Article VI, Sections 3(a) and (b); (viii)

inclusion on the Referees' Roster pursuant to Article VIII, Section 3(b)(iv); and (ix) the beginning of a Referee's Off-Season pursuant to Article XI, Section 1.

(g) For purposes of Section 15(a) below, up to four (4) Travel Days in connection with assignments to the Replay Center will be considered Non-Travel Days when they are immediately preceded by or followed by a Game assignment in Brooklyn, New York, Boston, Philadelphia or Washington, D.C.

Section 13. Back-To-Back & Holiday Games.

(a) Except when it determines (in its sole and absolute discretion) that there is a reasonable necessity for acting otherwise, the NBA shall not assign a Referee to officiate:

(i) Games on consecutive days where the two home cities for such Games are not in contiguous time zones;

(ii) Games on consecutive days when the first Game of such group of Games is scheduled to start at 8:30 p.m. or later; or

(iii) Consecutive Regular Season Games when the first such Game is played in a city in the Pacific time zone and the second such Game is played in a city in the Eastern time zone, unless at least forty-eight (48) hours have elapsed between the completion of the first Game and the start time of the second Game.

(b) On or before September 1 preceding each Season, the NBRA may submit three separate lists to the NBA – the first list identifying up to eighteen (18) Referees who have a preference not to be assigned to officiate Games on consecutive days during any Season, the second list identifying any Referees who have a preference to be assigned to officiate Games on consecutive days during any Season, and the third list identifying Referees volunteering to be assigned to officiate Games scheduled on the following days: Thanksgiving Day; December 24,

25, or 31; January 1; and Martin Luther King, Jr. Day. The NBA will use its best efforts to consider such lists when assigning Referees to officiate Games.

Section 14. Returning Home Between Game Assignments.

Referees may return to their home cities between Game assignments, provided they comply with the game arrival times set forth in Article VI, Section 3(c) below. If there are two (2) days between two (2) consecutive Game assignments and a Referee elects to proceed directly from the city of the first Game assignment to the city of the second Game assignment without going home, the NBA will reimburse the Referee for reasonable hotel and meal expenses actually incurred by the Referee on the day after the first Game assignment in the city of the second Game assignment (and the Referee will not receive an Expense Allowance for such day), but only if (a) the flight time for the flight from the city of the Referee's first Game assignment to the Referee's home city is 2.5 hours or more and (b) the flight time for the flight from the Referee's home city to the city of the Referee's second Game assignment is 2.5 hours or more. For purposes of this Section 14: "reasonable hotel and meal expenses" shall mean a standard hotel room at a hotel on the NBA's approved list of Referee hotels and meal expenses of up to a maximum of eighty (\$80), and "flight time" shall mean (x) where a competitive nonstop flight is available, the period of time beginning with the flight's scheduled departure time and ending with the flight's scheduled arrival time, and (y) where a competitive nonstop flight is not available, the period of time for the shortest available connecting flights – beginning with the first flight's scheduled departure time and ending with the second flight's scheduled arrival time, and including any intervening layover time. In order to be reimbursed under this Section 14, the Referee must present valid receipts documenting his/her expenses.

Section 15. Non-Travel Days

The NBA will not assign a Referee to officiate:

(a) Games such that a Referee receives fewer than forty-five (45) Non-Travel Days during any Regular Season (a “Non-Travel Day” being defined as a day when a Referee is not required by the NBA to stay in a hotel and is not assigned to officiate a Game);

(b) A schedule of Regular Season Games that contains more than twelve (12) consecutive Travel Days; or

(c) A schedule of Regular Season Games that contains eleven (11) consecutive Travel Days without two (2) consecutive Non-Travel Days both immediately preceding and immediately following the eleven (11) consecutive Travel Days.

Article IV

Salary & Other Compensation

Section 1. Salary Scale.

During the period covered by this Agreement, and subject to such adjustments as may be required by Article III, Section 3 above, Referees (based on Years of Service) shall receive the following annual salaries in consideration for the performance of their services under this Agreement:

Years of Service Prior to Start of Season	2015-16 Salary	2016-17 Salary	2017-18 Salary	2018-19 Salary	2019-20 Salary	2020-21 Salary	2021-22 Salary
0	\$168,000	\$173,040	\$178,231	\$183,578	\$189,085	\$194,758	\$200,601
1	\$176,100	\$181,383	\$186,824	\$192,429	\$198,202	\$204,148	\$210,273
2	\$184,686	\$190,227	\$195,933	\$201,811	\$207,866	\$214,102	\$220,525
3	\$193,787	\$199,601	\$205,589	\$211,756	\$218,109	\$224,652	\$231,392
4	\$203,434	\$209,537	\$215,823	\$222,298	\$228,967	\$235,836	\$242,911
5	\$213,660	\$220,070	\$226,672	\$233,472	\$240,476	\$247,690	\$255,121
6	\$224,500	\$231,235	\$238,172	\$245,317	\$252,677	\$260,257	\$268,065
7	\$235,990	\$243,070	\$250,362	\$257,873	\$265,609	\$273,577	\$281,784
8	\$248,169	\$255,614	\$263,282	\$271,181	\$279,316	\$287,696	\$296,327
9	\$261,080	\$268,912	\$276,980	\$285,289	\$293,848	\$302,663	\$311,743
10	\$274,764	\$283,007	\$291,497	\$300,242	\$309,249	\$318,527	\$328,083
11	\$289,270	\$297,948	\$306,887	\$316,093	\$325,576	\$335,343	\$345,404
12	\$304,647	\$313,786	\$323,200	\$332,896	\$342,883	\$353,169	\$363,764
13	\$320,945	\$330,573	\$340,491	\$350,705	\$361,226	\$372,063	\$383,225
14	\$338,222	\$348,369	\$358,820	\$369,584	\$380,672	\$392,092	\$403,855
15	\$356,535	\$367,231	\$378,248	\$389,595	\$401,283	\$413,322	\$425,721
16	\$361,227	\$372,064	\$383,226	\$394,722	\$406,564	\$418,761	\$431,324
17	\$365,986	\$376,966	\$388,275	\$399,923	\$411,920	\$424,278	\$437,006
18	\$370,814	\$381,938	\$393,397	\$405,198	\$417,354	\$429,875	\$442,771
19	\$375,713	\$386,984	\$398,594	\$410,552	\$422,868	\$435,554	\$448,621
20	\$380,682	\$392,102	\$403,866	\$415,981	\$428,461	\$441,315	\$454,554
21	\$385,723	\$397,295	\$409,214	\$421,490	\$434,135	\$447,159	\$460,573
22	\$390,838	\$402,563	\$414,640	\$427,079	\$439,892	\$453,088	\$466,681
23	\$396,026	\$407,907	\$420,144	\$432,748	\$445,731	\$459,103	\$472,876
24	\$401,290	\$413,329	\$425,729	\$438,500	\$451,655	\$465,205	\$479,161
25	\$406,630	\$418,829	\$431,394	\$444,336	\$457,666	\$471,396	\$485,537
26	\$412,048	\$424,409	\$437,142	\$450,256	\$463,764	\$477,677	\$492,007

Years of Service Prior to Start of Season	2015-16 Salary	2016-17 Salary	2017-18 Salary	2018-19 Salary	2019-20 Salary	2020-21 Salary	2021-22 Salary
27	\$417,544	\$430,070	\$442,972	\$456,262	\$469,949	\$484,048	\$498,569
28	\$423,120	\$435,814	\$448,888	\$462,355	\$476,225	\$490,512	\$505,227
29	\$428,777	\$441,640	\$454,890	\$468,536	\$482,592	\$497,070	\$511,982
30+	\$439,000	\$452,170	\$465,735	\$479,707	\$494,098	\$508,921	\$524,189

Section 2. Salary Payment Schedule.

Referees shall receive their annual salaries in fifteen (15) equal bi-weekly installments, commencing with the first week of October in each Season; provided, however, that any Referee may, by notice in writing received by the NBA on or before the September 1 preceding such Season, elect to have such salary paid in twenty-six (26) equal bi-weekly installments, commencing with the first week of October in each Season.

Section 3. Playoff Pool.

(a) The NBA’s aggregate liability for Referee compensation for all Playoff Games officiated in each Season shall be the dollar amounts set forth below (the “Playoff Pool”):

2015-16	\$2,000,000
2016-17	\$2,060,000
2017-18	\$2,121,800
2018-19	\$2,185,454
2019-20	\$2,251,018
2020-21	\$2,318,548
2021-22	\$2,388,105

(b) The Playoff Pool will be allocated on a per Playoff round basis, as follows: (i) thirty percent (30%) of the Playoff Pool will be allocated to the first round of the

Playoffs; (ii) twenty-seven percent (27%) of the Playoff Pool will be allocated to the second round of the Playoffs; (iii) twenty-five percent (25%) of the Playoff Pool will be allocated to the third round of the Playoffs; and (iv) eighteen percent (18%) of the Playoff Pool will be allocated to the fourth round of the Playoffs.

(c) Within each round of the Playoffs, the applicable percentage of the Playoff Pool will be allocated on a pro-rata basis equally among all Referees selected for that round.

(d) All Playoff Pool compensation for the immediately concluded Season shall be paid to Referees by no later than the conclusion of the Off-Season following such Season.

Section 4. All-Star Game.

(a) A Referee who officiates the NBA All-Star Game in any Season will (i) be compensated at the rate of \$4,500 for such game, and (ii) receive an All-Star ring, the design of which shall be in the sole and absolute discretion of the NBA.

(b) A Referee who officiates the NBA All-Star Events in any Season will be compensated at the rate of \$3,500.

Section 5. Instructional Camps, Meetings & Replay Center.

When working at the direction of the NBA, a Referee will be compensated at the rate of:

(a) \$1,100 for:

(i) Each day served as an instructor at any Instructional Camp;

(ii) Attendance at a Rookie Transition Program;

(iii) Attendance at a Coaches and Referee Summit; or

(iv) Conducting a meeting with an NBA team (including players and/or team personnel) regarding game rules or other officiating matters, excluding any

meetings with NBA teams that take place immediately before or after any scheduled Game.

(b) \$1,500 for each assignment worked in the Replay Center.

Time spent preparing or traveling for any such work will not be compensable.

Section 6. Alternate Playoff Officials.

A Referee who performs the services of an Alternate Playoff Official during a Playoff Game will be compensated at the rate of \$1,100 per Game.

Section 7. Crew Chief Stipend.

A Referee serving as a Crew Chief for a Regular Season or Playoff Game shall receive a Crew Chief stipend of \$200 for such Game (the "Crew Chief Stipend"). The Crew Chief Stipend will be paid in arrears in the second payroll period after the month in which the Crew Chief Stipend was earned.

Article V

Expenses

Section 1. Assignment Allowance.

(a) During the term of this Agreement, and in lieu of any reimbursement or other payment by the NBA for the transportation expenses Referees may incur in traveling to and from Games, the NBA shall provide an Assignment Allowance to a Referee for each Pre-Season or Regular Season Game to which such Referee is assigned, and for each Playoff Game to which such Referee is assigned and that such Referee attends; provided, however, that the NBA shall not provide an Assignment Allowance to a Referee for any assignment to officiate a Game outside of the United States and Canada, in which case air travel shall be provided in accordance with Article VI, Section 4 and other travel expenses shall be provided or reimbursed in accordance with Article V, Sections 2 through 4 below.

(b) For the 2015-16 Season: (i) the Assignment Allowance for each Pre-Season or Regular Season Game to which a Referee is assigned shall be gross wages of \$1,022, less all appropriate withholdings for federal (including FICA), state, provincial, and local taxes (the "Regular Assignment Allowance"); and (ii) the Assignment Allowance for each Playoff Game to which a Referee is assigned and that such Referee attends (including as an Alternate Official) shall be gross wages of \$2,113, less all appropriate withholdings for federal (including FICA), state, provincial, and local taxes (the "Playoff Assignment Allowance").

(c) For the 2016-17 Season, and for each subsequent Season covered by this Agreement, the Regular and Playoff Assignment Allowances shall be the prior Season's Regular and Playoff Assignment Allowances plus or minus an annual cost adjustment, which shall be calculated by applying to the prior Season's Regular and Playoff Assignment Allowances the

percentage increase or decrease in the Average Domestic Itinerary Airfare (published by the Bureau of Transportation Statistics of the U.S. Department of Transportation) from the first quarter to first quarter immediately preceding such Season, and which shall be rounded off to the nearest whole dollar; provided, however, if the Average Domestic Itinerary Airfare is no longer publicly available at the time the foregoing calculation is made prior to such Season, then such calculation shall be made by using the percentage increase or decrease in the national Consumer Price Index for all Urban Consumers (CPI-U) Airline Fare item during the same first quarter to first quarter period.

(d) For Pre-Season and Regular Season Games, on or before the first day of each month (or assignment scheduling period, if schedules are not provided monthly), the NBA shall pay each Referee an amount equal to the then-applicable Regular Assignment Allowance multiplied by the number of Pre-Season and/or Regular Season Games to which the Referee is assigned. For Playoff Games, within fifteen (15) business days following the conclusion of each Playoff round, the NBA shall pay each Referee an amount equal to the then-applicable Playoff Assignment Allowance multiplied by the number of Playoff Games to which the Referee was assigned and that such Referee attended.

(e) In the event that the actual number of Pre-Season or Regular Season Games worked by a Referee in any month (or scheduling period) differs from the number of assignments (as accurately reflected in the Officials' Interactive Website ("OIW")) used to calculate the Referee's aggregate Regular Assignment Allowance for such month (or scheduling period), an adjusting payment or deduction, as the case may be (the "Regular Assignment Allowance Adjustment"), will be included in the next Assignment Allowance or Assignment Allowances (either Regular or Playoff Assignment Allowance(s)) paid to such Referee;

provided, however, that in the event an Assignment Allowance is not payable to the Referee until the subsequent Season (or when, following the 2021-22 Season, there are no further payments of Assignment Allowances to be made to the Referees), the Regular Assignment Allowance Adjustment will be made on the next payroll check (including any Playoff Pool payment) payable to the Referee.

Section 2. Expense Allowance.

(a) Unless the NBA pays directly for a Referee's lodging and meals, the NBA shall provide a Referee with an expense allowance for each Travel Day assigned by the NBA in connection with the Referee's:

- (i) assignment to officiate any Pre-Season, Regular Season, or Playoff Game or any All-Star Game or Event;
- (ii) attendance at Training Camp;
- (iii) attendance at an Instructional Camp as a participant or an instructor;
- (iv) assignment to conduct a meeting with an NBA team (including players and/or team personnel); or
- (v) working in the Replay Center.

(b) During each Season set forth below, the expense allowance for each assigned Travel Day shall be as follows:

- (i) 2015-16: \$260
- (ii) 2016-17: \$270
- (iii) 2017-18 \$280
- (iv) 2018-19 \$290
- (v) 2019-20: \$300

(vi) 2020-21: \$310

(vii) 2021-22 \$320

(c) Upon the submission of valid receipts, the NBA will separately reimburse Referees for the reasonable cost of hotel Internet access, parking, and taxis.

(d) Referees are prohibited from paying tips or compensation of any kind to team or arena personnel, other than to locker room attendants (subject to a maximum tip of \$20 per Referee), for personal services performed for Referees by such personnel during Games.

Section 3. Expense Allowance Payment: Pre-Season & Regular Season.

(a) On or before the first day of each month (or assignment scheduling period, if schedules are not provided monthly), and based on assigned Games (including, when applicable, assignments for the NBA All-Star Game and Events) for each such month (or scheduling period), the NBA shall pay each Referee an amount equal to the expense allowance set forth in Article V, Section 2(b) above, multiplied by the projected number of Travel Days to which such Referee has been assigned by the NBA for such month (or scheduling period).

(b) In the event that the actual number of Travel Days incurred by a Referee in any month (or scheduling period) differs from the number of Travel Days used to calculate such Referee's expense allowance for such month (or scheduling period), an adjusting payment or deduction, as the case may be (the "Expense Adjustment"), will be included in the next expense allowance payment to such Referee, including the expense allowance payment for Playoff Games (if applicable); provided, however, that in the event an expense allowance is not payable to such Referee until the subsequent Season (or, when following the 2021-22 season, there are no further expense allowance payments to be made to the Referee), the Expense Adjustment will be made on the next payroll check (including any Playoff Pool payment) payable to the Referee.

Section 4. Expense Allowance Payment: Playoffs.

Upon submission of valid hotel receipts to the NBA by a Referee assigned to officiate any Playoff Game (including as an Alternate Official), the NBA shall pay to such Referee an amount equal to the expense allowance set forth in Article V, Section 2(b) above multiplied by the number of Travel Days applicable to such Playoff Game.

Section 5. Expense Allowance Payment: Camps, Meetings & Replay Center.

Upon submission of valid hotel receipts to the NBA, following any Training Camp, Instructional Camp, assignments worked in the Replay Center, or qualifying meeting with an NBA team under Article IV, Section 5(a)(iv), the NBA shall pay to each Referee who was required to attend, and actually attended such event, an amount equal to the expense allowance set forth in Article V, Section 2(b) above multiplied by the number of Travel Days applicable to such event.

Section 6. Expense Allowance Regulations.

All expense allowance payments made by the NBA under this Agreement shall be subject to all applicable regulations (including but not limited to Internal Revenue Service regulations) regarding expense payments made to employees. It is the intention of the parties that, for so long as permitted by the IRS, the NBA will continue to use the IRS “high low” substantiation method with respect to expense allowance payments.

Section 7. International Officiating License.

The NBA shall reimburse a Referee for the ordinary and reasonable expenses (other than those expenses for which a Referee is reimbursed by the Federation Internationale de Basketball or USA Basketball) actually incurred in connection with the training or other activities required for such Referee to obtain or maintain his or her international basketball

officiating license, but only if the Referee's participation in such activities is approved in advance by the head of the NBA Referee Operations Department.

Section 8. Relocation.

If, during the period covered by this Agreement, a Referee, at the request of the NBA, relocates to a geographic vicinity designated by the NBA, the NBA shall reimburse the Referee for the actual expenses incurred (provided they are ordinary and reasonable) in connection with such move including, but not limited to, amounts paid to moving companies for the transfer of the Referee's and his or her immediate family's personal effects and the cost of temporary lodging in the new geographic area for up to 30 days following the move. Reimbursable moving expenses shall not include costs associated with the sale and purchase of residences incurred in connection with a move.

Section 9. Ground Transportation Within Cities of Game Assignments.

For Referees who travel outside their home cities for a Game assignment, the NBA will pay the cost of rental cars for necessary transportation within the immediate geographic locale where the Game will be played, in accordance with the following:

- (a) When a crew of Referees is assigned to officiate home Games played by Denver, Golden State, and Detroit, the crew may rent three (3) cars.
- (b) When a crew of Referees is assigned to officiate a home Game played by Milwaukee, and at least one (1) crew member stays in Chicago and at least one (1) crew member stays in Milwaukee, the crew may rent two (2) cars.
- (c) When a crew of Referees is assigned to officiate a home Game played by any team other than a team listed in Article V, Sections 9(a) and (b) above (with the exception of any team based in New York), the crew may rent one (1) car, provided, however, that if an

Alternate Official is assigned to work a Playoff Game, the assigned crew for such Playoff Game (including the Alternate Official) shall be permitted to rent two (2) cars.

(d) Referees may not rent cars in connection with home Games played by any team based in New York, but shall be reimbursed for the ordinary and reasonable costs of other ground transportation between a New York metropolitan area airport and the Referee's hotel in New York City, and between the arena and the Referee's hotel in New York City.

Reimbursement hereunder will require the submission of valid written receipts to the NBA, and the NBA, at its option, may in lieu of reimbursement provide a car service for the Referees in New York City.

(e) When a crew of Referees is assigned to officiate a home Game in Los Angeles and at least one member of the crew has a scheduled "off day" for the day prior to the day of the Game, the crew may rent one (1) car for such "off day."

(f) When renting a car in accordance with this Article V, Section 9, a Referee shall (at the NBA's option) either (i) charge the rental to a national car rental company credit card provided by the NBA, or (ii), upon the submission of valid written receipts to the NBA, be reimbursed for the actual expense incurred to rent the car from a national rental company approved by the NBA in advance of rental.

(g) The charging of, or reimbursement for, the rental of a car as provided under this Article V, Section 9 shall apply only to the extent that (i) such car is rented for a reasonable period of time in connection with transportation in and around the home city of a Game assignment, (ii) the rental cost is ordinary and reasonable and does not exceed the cost for a full size category of car, and (iii) such car is rented from, and returned to, a location in, or within the immediate geographic locale of, the home city of such Game assignment. Absent

unusual circumstances, and subject to Article V, Section 9(e) above, the period of rental time for which a car may be rented shall be no more than forty-eight (48) hours per Game assignment.

(h) The Crew Chief for each Game shall be responsible for coordinating all car rental and travel arrangements.

Article VI

Travel

Section 1. Mode of Travel To and From Game Assignments.

(a) Referees are required to travel by airplane when traveling to and from Game assignments outside of their cities of residence.

(b) Notwithstanding Article VI, Section 1(a) above, and subject to Article VI, Section 3(c) below, Referees may use ground transportation (i.e., train, car, or bus) for travel:

(i) to and from Game assignments between the following pairs of home team locations or the Replay Center, as applicable:

- (A) New York City and New Jersey;
- (B) New York City and Philadelphia;
- (C) New York City and Washington, D.C.;
- (D) New York City and Boston;
- (E) New Jersey and Philadelphia;
- (F) New Jersey and Washington, D.C.;
- (G) New Jersey and Boston;
- (H) Philadelphia and Washington, D.C.;
- (I) Chicago and Milwaukee;
- (J) Golden State and Sacramento;
- (K) Houston and San Antonio;
- (L) Chicago and Indianapolis;
- (M) Cleveland and Detroit;
- (N) Miami and Orlando;
- (O) Charlotte and Atlanta; and

(P) Dallas and Oklahoma City;

(ii) to and from Game or Replay Center assignments between a Referee's home residence and the arena at which the assigned Game is to be played or the Replay Center (as applicable), when such arena or the Replay Center (as applicable) is less than three (3) hours by car from such residence;

(iii) to alternate airports in the event of a flight cancellation or flight delay in excess of two (2) hours, in which case the Referee shall be reimbursed upon the presentation of valid receipts for the cost of transportation between airports, any air fare change fee, and any reasonable air fare, for a Game assignment, in excess of the Referee's Assignment Allowance for the Game assignment to which the Referee is traveling, or, for a Replay Center assignment, in excess of the cost of the Referee's original airline ticket for travel to the Replay Center for that Replay Center assignment; and

(iv) in unusual situations, when approved in advance by the NBA Referee Operations Department.

Section 2. Travel Arrangements and Payment.

Except as otherwise provided in Article V, Sections 2(c) and 9 above, and Article VI, Section 1(b)(iii) above and Sections 4 and 5 below, Referees are required to arrange for and pay the costs of their travel to and from Game assignments, including, but not limited to, airplane flights, ground transportation, and other related items. Other than as expressly set forth in this Agreement, the NBA shall have no financial obligation for such travel, whether by way of direct payment, reimbursement to Referees, or otherwise.

Section 3. Travel Requirements.

(a) Prior to the first day of every month (or other applicable scheduling period) during the Season, each Referee shall submit to the NBA Referee Operations Department a detailed written itinerary via OIW or other form satisfactory to the NBA, showing the Referee's travel schedule for such month (or scheduling period) (the "Itinerary"). The Itinerary must include the following information: dates of travel; mode of transport; time of departure and arrival; name of airline and flight number (if traveling by air); name of train, rental car, or bus company (if traveling commercially by ground); and name, address, and contact information of hotel(s) or other lodging.

(b) Referees are required to travel in accordance with their Itineraries. Unless otherwise provided in this Article VI, any deviation from a Referee's Itinerary must be submitted via OIW or email to, and approved in advance of the applicable travel date by, the NBA Referee Operations Department.

(c) Referees who must travel to an assigned Game must be physically present in the city where the Game is to be played, as follows:

(i) For a Day Game (i.e., a Game scheduled to start on or before 3:30 p.m. (local time)), no later than 7:00 p.m. (local time) on the day before such Game.

(ii) For a Night Game (i.e., a Game scheduled to start after 3:30 p.m. (local time)), no later than 11:59 p.m. (local time) on the day before such Game.

(iii) Notwithstanding Article VI, Section 3(c)(i) and (ii) above, a Referee who has received Game assignments on consecutive days is required, if possible, to travel by airplane immediately after the conclusion of the prior Game to the city where the subsequent Game is to be played. If such travel is not possible, the Referee is required

to travel on the morning immediately following the prior Game by taking the first scheduled direct airplane flight to the city where the subsequent Game is to be played.

(iv) Notwithstanding Article VI, Section 3(c)(ii) and (iii) above, if the city in which a Night Game is to be played is less than three (3) hours by train, car, or bus from a Referee's point of departure to such city, the Referee must be physically present in such city no later than 11:00 a.m. (local time) on the day of such Game.

(d) Referees who must travel to a Replay Center assignment must arrive in the city where the Replay Center is located on the day of the Replay Center assignment, but no less than seven (7) hours prior to the commencement of the Replay Center assignment, unless impracticable based on the Referee's point of departure.

(e) Referees are required to comply with all applicable rules and regulations of the airlines, rental car companies, trains, and other common carriers that they use for travel, including, but not limited to, rules and regulations relating to ticketing, passenger conduct, and payment.

(f) A Referee's failure to adhere to any of the provisions of this Section 3 will subject such Referee to discipline by the NBA, including fines, suspensions without pay, and/or termination of employment. Any fine or suspension imposed pursuant to this subsection shall be governed by the rights, duties, and procedures set forth in Article XI, Section 4 hereof. Any referee terminated pursuant to this subsection shall be afforded the right of review set forth in Article X, Section 4(d).

Section 4. Travel for International Game Assignments.

As determined by the NBA in its sole and absolute discretion, Referees assigned to officiate Games outside of the United States and Canada shall be provided with transportation or reimbursement of transportation expenses for travel between the Referee's point of departure

in the United States or Canada and the city where such Game will be played. Reimbursement of air travel expenses, if permitted by the NBA, will be subject to the submission of valid written receipts to the NBA and limited to airline tickets for (i) business class seating for all flights, which as scheduled, are longer than two (2) hours, and (ii) coach class seating for all other flights.

Section 5. Travel for Training Camp, Instructional Camps, Meetings & Replay Center.

Upon the submission of valid credit card receipts and the flight itineraries to the NBA, Referees attending Training Camp, Instructional Camps, or other required meetings or events, or working in the Replay Center will be reimbursed for travel between the Referee's point of departure in the United States or Canada and the city where such Training Camp, Instructional Camp, or meeting will be held, or the Replay Center, as applicable. Reimbursement of any air travel expenses will be limited to airline tickets for (i) first class seating for all flights, which as scheduled, are longer than two (2) hours, and (ii) coach class seating for all other flights.

Article VII

Employment Benefits

Section 1. Vacation.

(a) Except as set forth below, the NBA shall schedule assignments so as to provide Referees with nine (9) or more Years of Service with consecutive days without an assignment (“Vacation Days”), once prior to March 1 of each Season covered by this Agreement, in accordance with the following schedule:

<u>Years of Service Prior To Start of Season</u>	<u>Vacation Days</u>
9 years	3
10 years	4
11 years	5
12 years	6
13 years	7
14 or more years	8

(b) For purposes of this Section, a Vacation Day shall not include any day during which a Referee must travel to officiate a Game or any day during which a Referee travels home after officiating a Game.

(c) The vacation period during any Season for qualifying Referees shall be based upon the scheduling needs of the NBA, taking into consideration the requests of all such Referees based upon their relative seniority. The NBA shall use its best efforts to provide each qualifying Referee with a vacation at the time requested.

(d) The NBA shall use its best efforts to reduce proportionally the number of Games a Referee officiates during the month in which such Referee takes vacation.

(e) If a Referee during any Season is not assigned to officiate any Pre-Season or Regular Season Games for a period of thirty (30) or more days by reason of such Referee's injury, illness, or other medical condition (the "Missed Assignment Period"), and upon a determination that such Referee is cleared to return to work under Article IX, Section 2(c), such Referee's Vacation Days for such Season shall be reduced proportionally, in accordance with the following calculation: (i) multiply the Referee's Vacation Days for such Season by a fraction, the numerator of which is the number of days in the Missed Assignment Period and the denominator of which is the number of days in the period commencing on the first day of such Season and ending on the day prior to March 1 of such Season, (ii) round the result up or down to the nearest whole number, and (iii) subtract the result in Step (ii) from the Referee's remaining Vacation Days as of the date he or she is cleared to return to work under Article IX, Section 2(c), provided that the result of this Step (iii) can never be less than zero (0).

Section 2. Salary Continuation for Injuries.

(a) If, during the term of this Agreement, a Referee suffers an injury that results in such Referee being unfit to officiate any scheduled assignment, then, so long as such unfitness continues, but in no event beyond the term of one (1) year from the date of such injury, the Referee shall continue to be entitled to receive his or her annual salary as provided for by this Agreement, at the rate applicable at the time of such injury.

(b) A Referee's entitlement to payments under this Section shall be subject to the following:

(i) The Referee must provide written notice of the injury to the NBA Referee Operations Department, stating the time, place, cause, and nature of such injury. Such written notice must be received by the NBA within seventy-two (72) hours of the

time when the Referee knew (or should have known) that the injury could result in such Referee being unfit to officiate any scheduled assignment.

(ii) The NBA shall be entitled to require the Referee to submit to one or more examinations by a physician designated or approved by the NBA, who shall determine, in such physician's sole and absolute discretion, whether such Referee is (or continues to be) unfit, as a result of an injury, to officiate his or her scheduled assignments. Such examination(s) shall occur at a time and a place reasonably designated by the NBA.

(iii) The Referee must comply, during the period of his or her unfitness, with any fitness, rehabilitation and/or conditioning programs (as prescribed by the NBA or its designee) that are reasonably related to the duties and tasks of a Referee and are intended to restore the Referee to active officiating status.

(c) No Referee shall be entitled to payments pursuant to this Section resulting in more than one (1) year's annual salary (at the rate(s) applicable) for the same injury (including recurrences) in any five (5) year period.

(d) The NBA's obligations hereunder shall be reduced by any workers' compensation benefits and insurance provided for by the NBA and paid or payable to the Referee. As a condition of an injured Referee's receiving salary pursuant to this provision, such Referee shall agree, in writing, (i) to assign to the NBA workers' compensation benefits and insurance proceeds relating to the injury suffered, and (ii) if necessary to effectuate such assignment, to receive the applicable salary for such one (1) year period at the rate of twenty-six (26) equal bi-weekly installments instead of at the rate of fifteen (15) equal bi-weekly installments.

(e) As used in this Article VII, Section 2, “injury” shall mean a physical illness, condition or injury that is directly suffered or sustained by a Referee in the course, and within the scope, of Referee’s employment and affects all or a portion of Referee’s body such that the Referee is unfit to officiate and shall include any recurring problem(s) which may result in the aggravation, continuation and/or repetition of the same illness, condition or injury, without regard to the number of occurrences that may cause such illness, condition or injury.

Section 3. Medical Insurance.

(a) During the term of this Agreement, the NBA shall provide Referees and qualifying former Referees (pursuant to Article VIII below) with medical insurance coverage under the policy identified and described in Exhibit C hereto (“the Group Medical Insurance Policy”), provided that (i) a Referee has elected to be covered by such policy, (ii) the NBA is able to obtain and maintain such policy, and (iii) the annual premiums paid or payable by the NBA for such policy (including, but not limited to, any payments attributable to any excise tax paid or payable by the NBA pursuant to the Affordable Care Act) do not exceed the following amounts for the respective Years covered by this Agreement:

2015-16	\$1,731,384
2016-17	\$1,895,866
2017-18	\$2,075,973
2018-19	\$2,273,191
2019-20	\$2,489,144
2020-21	\$2,725,612
2021-22 (pro-rated for 11 months)	\$2,735,833

(b) Referees shall contribute twenty-five percent (25%) of the cost of annual premiums paid or payable by the NBA for the Group Medical Insurance Policy. Such contributions shall be made, first, through appropriate salary deductions from each active Referee; and, second, through a reduction in either the marketing payment to the NBRA (Article XIII, Section 1(c)) and/or the Playoff Pool (Article IV, Section 3).

Section 4. Disability Insurance.

During the term of this Agreement, the NBA shall provide Referees with disability insurance coverage under the policy identified and described in Exhibit D hereto (the “Group Disability Insurance Policy”), provided that (a) the NBA is able to obtain and maintain such policy, and (b) the annual premiums paid or payable by the NBA for such policy do not exceed the following amounts for the respective Years covered by this Agreement:

2015-16	\$442,043
2016-17	\$459,724
2017-18	\$478,113
2018-19	\$497,238
2019-20	\$517,127
2020-21	\$537,812
2021-22 (pro-rated for 11 months)	\$512,715

Section 5. Dental Insurance.

During the term of this Agreement, the NBA shall provide Referees and qualifying former Referees (pursuant to Article VIII below) with dental insurance coverage under the policy identified and described in Exhibit E hereto (“the Group Dental Insurance Policy”), provided that (a) the NBA is able to obtain and maintain such policy, and (b) the annual

premiums paid or payable by the NBA for such policy do not exceed the following amounts for the respective Years covered by this Agreement:

2015-16	\$86,507
2016-17	\$89,967
2017-18	\$93,566
2018-19	\$97,309
2019-20	\$101,201
2020-21	\$105,249
2021-22 (pro-rated for 11 months)	\$100,338

Section 6. Life and AD&D Insurance.

During the term of this Agreement, the NBA shall provide Referees and qualifying former Referees (pursuant to Article VIII below) with life insurance coverage under the policies identified and described in Exhibit F hereto (“the Group Life Insurance Policy”), provided that (a) the NBA is able to obtain and maintain such policies, and (b) the annual premiums paid or payable by the NBA for such policies do not exceed the following amounts for the respective Years covered by this Agreement:

2015-16	\$83,887
2016-17	\$87,243
2017-18	\$90,733
2018-19	\$94,362
2019-20	\$98,136
2020-21	\$102,062
2021-22 (pro-rated for 11 months)	\$97,299

Section 7. Vision Insurance.

During the term of this Agreement, the NBA shall provide Referees with vision insurance coverage under the policy identified and described in Exhibit G hereto (the “Group Vision Insurance Policy”), provided that (a) the NBA is able to obtain and maintain such policy, and (b) the annual premiums paid or payable by the NBA for such policy do not exceed the following amounts for the respective Years covered by this Agreement:

2015-16	\$9,077
2016-17	\$9,440
2017-18	\$9,818
2018-19	\$10,211
2019-20	\$10,619
2020-21	\$11,044
2021-22 (pro-rated for 11 months)	\$10,528

Section 8. Cost Limitations Relating to Health & Welfare Benefits.

With respect to the Group Medical, Disability, Dental, Life and AD&D, and Vision Insurance Policies provided under Article VII, Sections 3-7 above, if, in any Year, the annual premium paid or payable by the NBA for any such policy will exceed the applicable dollar amount set forth in Article VII, Sections 3(a)(iii), 4(b), 5(b), 6(b), or 7(b) above (the difference between the annual premium and such dollar amount hereinafter defined as the “Excess Premium”), the NBA, after consultation with the NBRA, shall either:

- (i) maintain the existing insurance benefit, pay the required premium, and reduce the marketing payment to the NBRA (Article XIII, Section 1(c)) and/or the Playoff Pool (Article IV, Section 3) by the amount of the Excess Premium; or

(ii) reduce or adjust the benefit levels under such policy, or obtain coverage under another mutually acceptable policy, so as to eliminate any Excess Premium for the applicable policy.

Section 9. Adjustment for Additional Referees.

The dollar amounts set forth in Article VII, Sections 3(a)(iii), 4(b), 5(b), 6(b), and 7(b) above shall be adjusted (upward or downward), on a pro rata basis, to reflect any change in the number of Referees and former referees to be included in the applicable insurance program for its annual term, as measured against the number of Referees and former referees included in such insurance program for the year commencing October 1, 2014 and ending September 30, 2015.

Article VIII

Post-Employment Benefits

Section 1. Pension Plan.

(a) The Restated National Basketball Association Referees' Pension Plan (restated and amended effective June 1, 2012), as amended by the First, Second, Third, and Fourth Amendments thereto (a defined benefit plan attached as Exhibit H, which is hereinafter referred to as the "Pension Plan"), shall remain in effect as a frozen plan through the term of this Agreement; provided, however, that the provisions of the Pension Plan shall be subject to any limitations or restrictions that may be imposed under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and/or the Internal Revenue Code of 1986, as amended (the "Code") (including, but not limited to, any restrictions that may be imposed under Code Section 436) and shall be further subject to the terms and conditions of this Article as set forth below.

(b) Pursuant to the Pension Plan:

(i) The Normal Retirement Benefit of each Referee under the Pension Plan shall continue to be frozen as of June 1, 2010 and no Referee shall accrue any additional benefits under the Pension Plan for service as a Referee on or after June 1, 2010, or be credited with any Years of Referee Service under the Pension Plan for the 2010-11 Regular Season or any Regular Season thereafter; provided, however, that a Referee who is a participant in the Pension Plan and had less than three (3) Years of Referee Service as of the conclusion of the 2009-10 Regular Season shall continue to be credited with any Years of Referee Service on account of any Regular Season thereafter until such Referee has three (3) Years of Referee Service for the sole purpose of determining the Referee's vested percentage in his or her Accrued Benefit under the Pension Plan.

(ii) Any individual who first became a Referee (or any individual who previously was, and is then rehired, as a Referee) on or after June 1, 2010 shall not be eligible to become a participant in the Pension Plan.

Section 2. Retirement Plan.

(a) The NBA Retirement Plan for Referees (restated and amended effective October 1, 2012), as amended by the First and Second Amendments thereto (a defined contribution plan attached as Exhibit I, which is hereinafter referred to as the “Retirement Plan”), shall, subject to the approval of the Internal Revenue Service (the “IRS”), remain in effect through the term of this Agreement; provided, however, that the provisions of the Retirement Plan shall be subject to any limitations or restrictions that may be imposed under ERISA and/or the Code and shall be further subject to the terms and conditions of this Article VIII as set forth below.

(b) The annual contribution formula under the Retirement Plan for any Referee who was credited with a Year of Referee Service for the 2010-11 Regular Season (or any Referee who received salary continuation for the entire 2010-11 Regular Season) shall continue to be equal to two percent (2%) times the Referee’s total Years of Referee Service (up to a maximum of 10) times the Referee’s base salary, subject to the limitations imposed under the Code as described in Section 3 of this Article VIII. The annual contribution formula under the Retirement Plan for any individual who first becomes a Referee, or any individual who previously was, and is then rehired as, a Referee, for the 2011-12 Regular Season or any Regular Season thereafter shall continue to be equal to one and one-half percent (1.5%) times the Referee’s total Years of Referee Service (up to a maximum of 10) times the Referee's base

salary, subject to the limitations imposed under the Code as described in Section 3 of this Article VIII.

(c) Within thirty (30) days of the conclusion of each Regular Season, the NBA shall make the annual contribution to the Retirement Plan earned by a Referee under the Retirement Plan for that Regular Season.

Section 3. Provisions Applicable to Pension Plan and Retirement Plan.

(a) The provisions contained in this Section 3 shall apply to both the Pension Plan and the Retirement Plan. Accordingly, any and all references to “Plans” in this Section 3 shall be read and interpreted as including reference both to the Pension Plan and/or the Retirement Plan, each where applicable.

(b) Notwithstanding any of the foregoing provisions of this Article VIII:

(i) All actuarially determined contributions to be made to the Pension Plan, and all contributions to be made to the Retirement Plan, will, when paid, be fully deductible under the Code. If, for any reason, all or any portion of such contributions will not, when paid to the Plans, be fully deductible under the Code, the parties agree that the contributions shall be reduced to result in all of such contributions being fully deductible when paid. The parties agree that the foregoing determinations, including but not limited to, any actuarial assumptions and projections related thereto and the application of the deduction limitations under the Code to contributions to be made to the Plans, shall be made by the current actuaries of the applicable Plan and any such determinations shall be binding and conclusive.

(ii) The benefits accrued and payable under the Pension Plan shall at all times be subject to all applicable limitations under the Code, including but not limited to, the limitation on benefits under Code Section 415. For purposes of the preceding sentence, the

limitations on benefits under the Code shall be the limitations in effect for the 2015 calendar year, as such limitations may be adjusted for increases in the cost of living in the manner provided under Section 415(d)(2) of the Code. In no event, however, shall the benefit payable to any Referee under the Pension Plan exceed the applicable limitation on benefits under the Code as in effect for the year in which the benefit is paid to such Referee.

(iii) All contributions to be made to the Retirement Plan shall at all times be subject to all applicable limitations under the Code, including but not limited to, the limitation on contributions under Code Section 415, the maximum limitation on compensation under Code Section 401(a)(17), and the maximum limitations on 401(k) deferrals under Code Section 402(g). For purposes of this Section 3(b)(iii), the limitation on contributions under Code Section 415 and the maximum limitation on compensation under Code Section 401(a)(17) shall be the limitations in effect for the 2015 calendar year, as such limitations may be adjusted for increases in the cost of living in the manner provided under Code Section 415(d)(2) and Code Section 401(a)(17)(B). In no event, however, shall the contribution to be made on behalf of a Referee or the compensation taken into account in determining the contribution exceed the applicable limitations on contributions and compensation under the Code as in effect for the year in which such contribution is made.

(iv) A Referee shall be considered to be on the Referees' Roster for a Regular Season if such Referee performs officiating services in thirty (30) or more of a combination of Championship Games and Exhibition Games played, and Replay Center assignments worked, during such Regular Season. Pursuant to Article III, Section 8, all Developmental League games (as defined in Article III, Section 8) assigned to and officiated by a Referee shall count as Championship Games for purposes of this Section 3(b)(iv).

(v) For purposes of this Article VIII: (A) the terms “Accrued Benefit,” “Normal Retirement Benefit,” “Referee,” “Year of Referee Service,” and “Regular Season” referred to in Section 1 shall have the meanings defined in the Pension Plan; and (B) the terms “Referee,” “Referees’ Roster,” “Regular Season,” “Championship Games,” “Exhibition Games,” and “Year of Referee Service” referred to in Sections 2 and 3(b)(iv) shall have the meanings defined in the Retirement Plan.

Section 4. Post-Employment Severance and Insurance Benefits.

Upon termination, retirement, or resignation of employment as a Referee during the term of this Agreement, and subject to the additional terms of eligibility set forth in Article VIII, Section 5 below, a Referee will be eligible for post-employment severance and/or insurance benefits only in accordance with the following provisions:

(a) Termination for Good Cause Based on Ratings.

(i) A Referee who was employed as a Referee by the NBA during the 2008-09 Season, has ten (10) or more Years of Service at the time of his or her termination, and whose employment is terminated for good cause pursuant to Article X, Section 4(b), will be eligible to receive severance pay in the amount of \$14,000 for each such Year of Service, provided that in no event shall the amount of such severance pay exceed \$300,000.

(ii) A Referee who was first employed as a Referee by the NBA during the 2009-10 or any later Season, has ten (10) or more Years of Service at the time of his or her termination, and whose employment is terminated for good cause pursuant to Article X, Section 4(b), will be eligible to receive severance pay in the amount of \$7,000 for each such Year of Service, provided that in no event shall the amount of such severance pay exceed \$200,000.

(b) Termination Without Good Cause.

(i) A Referee who was employed as a Referee by the NBA during the 2008-09 Season and whose employment is terminated without good cause pursuant to Article X, Section 5, will be eligible to receive severance pay in the amount of \$21,000 for each such Year of Service, provided that in no event shall the amount of such severance pay exceed \$450,000.

(ii) A Referee who was first employed as a Referee by the NBA during the 2009-10 or any later Season and whose employment is terminated without good cause pursuant to Article X, Section 5, will be eligible to receive severance pay in the amount of \$10,500 for each such Year of Service, provided that in no event shall the amount of such severance pay exceed \$300,000.

(c) Resignation or Retirement. A Referee who voluntarily resigns or retires as a Referee with fifteen (15) or more Years of Service will be eligible to receive:

(i) severance pay, calculated as follows:

(A) for a Referee with at least fifteen (15) but less than twenty (20) Years of Service as of the date that the Referee resigns or retires, \$15,000 for each Year of Service;

(B) for a Referee with at least twenty (20) but less than twenty-five (25) Years of Service as of the date that the Referee resigns or retires, \$17,500 for each Year of Service;

(C) for a Referee with twenty-five (25) or more Years of Service as of the date that the Referee resigns or retires, \$20,000 for each Year of Service;

provided, however, that in no event shall the amount of such severance pay under this Section 4(c)(i) exceed the amount of annual salary that such Referee received for the Season immediately preceding the Off-Season in which the Referee resigns or retires;

(ii) continued coverage under the Group Medical and Dental Insurance Policies (A) for the first five (5) Years following such resignation or retirement (but in no event beyond the former Referee's 65th birthday), provided that such former Referee, on a monthly basis, reimburses the NBA for 50% of the annual premium for such coverage, and (B) for the period thereafter (but in no event beyond the former Referee's 65th birthday), provided that such former Referee, on a monthly basis, reimburses the NBA for 100% of the annual premium for such coverage; and

(iii) continued group term life insurance coverage under the Group Life Insurance Policy (but in no event beyond the former Referee's 65th birthday) in the amount of \$500,000, provided that such former Referee, on a monthly basis, reimburses the NBA for 100% of the premiums paid for such coverage.

Section 5. Additional Terms Concerning Post-Employment Severance Pay and/or Insurance Benefits.

(a) Under no circumstances shall any Referee be entitled to post-employment severance and/or insurance benefits under more than one of the provisions of Section 4 above.

(b) To be eligible to receive post-employment severance and/or insurance benefits under Article VIII, Section 4(c), an otherwise qualifying Referee must notify the NBA in writing of his or her decision to resign or retire during the Off-Season (but no later than the July 15) immediately preceding the first Season in which such Referee will no longer

be employed as a Referee. After providing such notice, such former Referee may not subsequently request reinstatement.

(c) No post-employment severance or insurance benefits shall be paid or provided by the NBA under any provision of this Agreement, unless

(i) an otherwise qualifying Referee and the NBRA sign an Agreement and Release in the form annexed hereto as Exhibit J, which shall include, without limitation, the release of any and all rights of such Referee to apply for and/or receive benefits under the Group Disability Insurance Policy; and

(ii) such signed Agreement and Release is received by the NBA, and becomes effective, on or before the October 1 immediately following the termination, retirement, or resignation of such Referee's employment as a Referee.

(d) Any Referee who has at any time received disability benefit payments under the Group Disability Insurance Policy (provided pursuant to Article VII, Section 4) will not be eligible to receive any post-employment severance and/or insurance benefits under this Agreement, unless, subsequent to the date on which such Referee receives the last disability benefit payment under such Policy, such Referee is credited with at least two (2) "Years of Referee Service" as such term is defined under Section 1.34 of the Pension Plan.

(e) Any severance provided pursuant to Article VIII, Section 4, shall be paid in fifty-two (52) equal bi-weekly installments, commencing with the first regular pay period in the month of October immediately following the termination, retirement, or resignation of such Referee's employment as a Referee.

Article IX

Fitness; Medical Examinations

Section 1. Fitness Generally.

Referees shall maintain the physical fitness required to perform the duties of an active game official and all other job responsibilities of a Referee. Except as provided for in this Article IX, a Referee shall not be subject to any physical fitness standards.

Section 2. Injury, Illness or Medical Condition.

(a) During any Season and/or Off-Season, a Referee must immediately provide notice to the NBA of any injury, illness, or medical condition that may impact the Referee's ability to work or provide any services under this Agreement, and such notice must include the time, place, cause, and nature of such injury, illness, or condition.

(b) A Referee who consults a physician for any such injury, illness, or medical condition shall authorize and direct such physician to provide the NBA, its insurers, or any of its appointed physicians, health care providers, therapists, or trainers with all information that any or all of them may request regarding any such injury, illness or condition. To facilitate the disclosure of information required under this Article, Referees must sign individual authorizations as may be requested by the NBA.

(c) A Referee missing more than four (4) consecutive scheduled Game assignments due to any injury, illness, or medical condition shall be permitted to resume officiating Games only upon the written certification of a physician designated or approved by the NBA, stating that the Referee has been cleared to return to work and officiate Games. Any disputes concerning the determination made by such physician shall be resolved in accordance with the dispute resolution procedure in Article IX, Section 3(b) below. If such Referee is not

assigned or available to officiate any Games for a period of thirty (30) or more days, then the NBA may assign such Referee to officiate up to three (3) games in a Developmental League prior to assigning the Referee to work any further NBA Games, and any such games officiated in a Developmental League shall be included in determining whether a Referee shall be listed on the “Referees’ Roster” for purposes of the Pension Plan and Retirement Plan.

(d) The NBA may require a Referee who (i) does not officiate any Games during the last two (2) weeks of the Regular Season due to any injury, illness, or medical condition and (ii) does not officiate any Playoff Games, to attend an Instructional Camp for a period not to exceed five (5) days, provided that a Referee may decline such an assignment if a physician designated or approved by the NBA determines that such Referee is not medically able to participate in such Instructional Camp. Any disputes concerning the determination made by such physician shall be resolved in accordance with the dispute resolution procedure in Article IX, Section 3(b) below, except that the NBA and the NBRA shall agree upon a neutral physician within five (5) days following the NBRA’s request, and such physician shall determine whether the Referee is medically able to participate in an Instructional Camp.

Section 3. Examinations and Fitness Determinations.

(a) During each of the Seasons covered by this Agreement (and in addition to any physical examination that may be required prior to or in conjunction with any Training Camp), the NBA shall have the right, at any time and without advance notice, to require that any Referee submit to up to two (2) examinations at a time and place, and by a physician, designated by the NBA. The costs of such examination(s) shall be borne by the NBA.

(b) With respect to an examination of a Referee that is conducted pursuant to Article IX, Section 3(a) above, if, based on the totality of circumstances, the NBA’s designated physician determines that such Referee is unfit to perform the duties of a Referee, the Referee:

(i) shall be suspended without pay (unless the Referee is entitled to salary continuation pursuant to Article VII, Section 2), until such time as the NBA's physician certifies in writing that the Referee is fit to perform such duties; and

(ii) may be required to participate in fitness, rehabilitation and/or conditioning programs (as prescribed by the NBA or its designee) that are reasonably related to the duties and tasks of a Referee, are intended to restore the Referee to active officiating status, and that continue until such time as the NBA's physician certifies in writing that the Referee is fit to perform such duties.

In the event of any dispute concerning the determination made by the physician designated by the NBA in accordance with this Article IX, Section 3, the Referee involved shall, upon the request of the NBRA, be examined by a physician mutually selected by the NBA and the NBRA. The NBA and the NBRA shall agree upon the physician to be selected within ten (10) days following the NBRA's request, and such physician shall determine whether the Referee is fit to perform the duties of a Referee. The written determination of such mutually selected physician shall be final and binding upon the NBRA, the NBA, and the Referee involved, who, if determined to be fit to perform the duties of a Referee, shall be entitled to be made whole. The costs of any such examination shall be borne equally by the NBA and the NBRA. During any period of suspension under this Article IX, Section 3(b), a Referee, if otherwise eligible and qualified, shall be entitled to such benefits under the Group Disability Insurance Policy as may be provided to Referees.

(c) With respect to an examination of a Referee that is conducted pursuant to Article IX, Section 3(a) above, if, based on the totality of circumstances, the NBA's designated physician determines that the Referee is at risk of (i) becoming unfit to perform the duties of a

Referee, or (ii) failing to meet any of the standards referenced in Section 4 of this Article IX for measuring whether a Referee is fit to perform the duties of a Referee, the Referee may be required, for so long as such risk persists, to participate in fitness, rehabilitation and/or conditioning programs (as prescribed by the NBA or its designee) that are reasonably related to the duties and tasks of a Referee and are intended to eliminate the health risk(s) described above.

Section 4. Weight Checks.

At the beginning of each Season covered by this Agreement, a duly licensed physician selected by the NBA shall designate for each Referee a weight in accordance with the United States Army's weight tables then in effect, taking into consideration a Referee's height, age and gender, provided that an additional two (2) pounds will be permitted for Referees over age 50 and an additional four (4) pounds will be permitted for Referees over age 60. For a Referee employed as a Referee by the NBA during the 2014-15 Season, the height utilized for purposes of such weight designation will be as set forth on the annexed Exhibit K. For a Referee first employed as a Referee by the NBA during the 2015-16 Season or any later Season, the height utilized for purposes of such weight designation will be the Referee's measured height taken during Training Camp for his or her first Season as a Referee. Each Referee shall maintain the Referee's designated weight at all times during each such Season. The NBA, if requested in writing by the Referee within five (5) days following such designation, will consult with the personal physician of such Referee with respect to the appropriate weight for that Referee. Such designation shall, however, remain in the absolute and sole discretion of the physician designated by the NBA. Each Referee shall submit to up to three (3) weight checks per Season to be held at such places and times as may be designated by the NBA. Weight checks hereunder may be conducted by an NBA team doctor or other licensed physician, and shall be conducted utilizing a uniform scale. A Referee whose weight exceeds the designated weight shall submit to a body fat

percentage measurement conducted by an NBA team doctor or other licensed physician. The body fat measurement will be assessed against the United States Army's maximum allowable body fat percentages then in effect for an individual of the same age and gender as the Referee. Any Referee who exceeds both the designated weight and the maximum allowable body fat percentage shall, upon written notice from the NBA, be given thirty (30) days to reduce that weight or body fat percentage to the designated weight or maximum allowable body fat percentage. If upon the expiration of such thirty (30) day period the Referee's weight and body fat percentage exceed the designated weight and maximum allowable body fat percentage, such Referee shall be subject to disciplinary action, up to and including, reasonable fines, suspension, and/or termination of employment.

Section 5. Release.

Each Referee, now or hereafter employed, and the NBRA hereby release and waive every claim, demand, or cause of action the Referee or the NBRA may now or in the future have against the NBA, its affiliates, and teams (and all owners, directors, officers and employees of the NBA, its affiliates, and teams), whether for damages or otherwise, arising out of or in connection with any injury (including permanent disability and death) suffered by a Referee in the normal course of his or her employment, whether caused by or arising from negligence or otherwise.

Article X

Evaluation and Termination

Section 1. Definitions.

Referees with three (3) or fewer Years of Service shall be regarded as “Probationary” Referees, and Referees with more than three (3) Years of Service shall be regarded as “Veteran” Referees.

Section 2. Evaluations.

(a) During each Season, the NBA will provide Referees with a mid-season performance evaluation.

(b) Each Referee who worked in excess of twenty-five (25) Regular Season Games in any Season will be evaluated following the conclusion of such Season. The evaluation shall be based on the Referee’s Regular Season performance, and shall consist of a composite rating based upon evaluations made by NBA coaches (which shall count for 25% of the composite rating), general managers (15%), and the NBA (60%) (which shall be comprised of an evaluation made by the head of the NBA Referee Operations Department) (35% of the composite rating) and an evaluation made by the Director of Officials (25% of the composite rating)). All ratings will be submitted to the head of the NBA Referee Operations Department. The composite ratings will be tabulated by a nationally recognized accounting firm designated by the NBA (after consultation with the General Counsel of the NBRA) and will be expressed for each Referee in one of the following five (5) rating categories: “Significantly Exceeds,” “Exceeds,” “Meets,” “Below,” or “Significantly Below.” Following its tabulation of the composite ratings, the accounting firm will furnish an alphabetical listing of the Referees who fall within each rating category to the head of the NBA Referee Operations Department, who will, within five (5)

days of his receipt of the composite ratings, but no later than July 1, furnish them to the General Counsel of the NBRA.

(c) Following the conclusion of each Season, all Referees will be ranked by the accounting firm described in Article X, Section 2(b) on the basis of the composite ratings compiled for such season, with those Referees who rank in the bottom 30% of all rated Referees to be placed in a grouping designated as Group III. Following the completion of the rankings, the accounting firm shall furnish an alphabetical list of those Referees who rank in Group III to the head of the NBA Referee Operations Department, who will, within five (5) days of his receipt of the list, but no later than July 1, furnish it to the General Counsel of the NBRA.

(d) Upon request of the NBRA, the NBA will attend periodic meetings each Year to discuss issues relating to the NBA's performance development program.

(e) The NBA will continue to provide all information to the NBRA in accordance with the Confidentiality and Settlement Agreement between the parties dated April 1, 2014, which is attached as Exhibit L and incorporated by reference herein, provided, however, that the parties agree that Paragraph 7 of Exhibit L hereby shall be amended to substitute the dates December 31, 2021 for December 31, 2015, and March 31, 2022 for March 31, 2016, respectively, where referenced in such Paragraph 7.

Section 3. Termination of Probationary Referees.

(a) If, following the conclusion of any Season covered by this Agreement, a Probationary Referee, based upon the composite ratings referred to in Article X, Section 2 above, ranks in Group III, such Referee may, in the NBA's absolute and sole discretion, be terminated from employment with the NBA; and such termination shall be deemed to be for good cause under this Agreement and any applicable statute, regulation or rule of law. In such event, the Referee shall have the right to an informal review of the termination by the Commissioner or his

designee. The determination made by the Commissioner or his designee shall be final and binding and neither the NBRA nor such Referee shall have any right to a review of such termination, or any right to advance any claim of any kind whatsoever in connection therewith, before any person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind).

(b) In addition, the employment of a Probationary Referee may be terminated at any time for good cause (other than such Referee's ranking in Group III) or, following the conclusion of any Season, without cause, and in either of such events the Referee shall (except as provided for by Article X, Section 5 and/or by Article XI, Section 3) have the right to an informal review of the termination by the Commissioner or his designee. The determination by the Commissioner or his designee shall be final and binding, and neither the NBRA nor the Referee involved shall have any right to a review of such determination, or any right to advance any claim of any kind whatsoever in connection therewith, before any person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind).

Section 4. Termination of Veteran Referees.

(a) If, following the conclusion of any Season, a Veteran Referee with less than ten (10) Years of Service ranks in Group III based upon the composite rating referred to in Article X, Section 2 above, such Referee may, in the NBA's absolute and sole discretion, be terminated from employment by the NBA; and such termination shall be deemed to be for good cause under this Agreement and any applicable statute, regulation or rule of law.

(b) If, following the conclusion of any Season, a Veteran Referee with ten (10) Years of Service or more ranks in Group III based upon the composite rating referred to in Article X, Section 2 above, twice during any three successive NBA seasons in which he or she is assigned to officiate NBA games (which may include NBA seasons preceding the term of this

Agreement), such Referee may, in the NBA's absolute and sole discretion, be terminated from employment by the NBA; and such termination shall be deemed to be for good cause under this Agreement and any applicable statute, regulation or rule of law.

(c) In the event a Veteran Referee is terminated from employment pursuant to Article X, Sections 4(a) or 4(b) above, the Referee shall have the right to an informal review of the termination by the Commissioner or his designee. The determination by the Commissioner or his designee shall be final and binding, and neither the NBRA nor the Referees involved shall have any right to a review of such determination, or any right to advance any claim of any kind whatsoever in connection therewith, before any person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind).

(d) In addition, the employment of a Veteran Referee may be terminated at any time for good cause (other than such Referee's ranking in Group III) and in such event the Referee shall (except as provided for by Article XI, Section 3) have the right to a review (on the basis set forth below) of that determination by an arbitrator selected by the parties from an American Arbitration Association list of prominent professional arbitrators, with each party alternately striking names from such list until only one remains. Any arbitration proceeding shall be conducted in New York City and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. All costs of arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the NBA and the NBRA; but each party shall bear the cost of its own counsel and the like. In the event that the arbitrator concludes that good cause did not exist for the termination of the Referee, the arbitrator shall award the Referee post-employment severance pay pursuant to Article VIII, Section 4(b).

(e) The NBA shall be entitled to terminate a Veteran Referee at any time for good cause; provided, however, if the NBA, following the conclusion of any Season, decides to terminate a Referee based on such Referee's performance for the preceding NBA season(s) (which may include seasons immediately preceding the term of this Agreement), it shall notify the Referee in writing within 30 days after the last game of the Playoffs for that Season; and provided further that such notification shall be deemed given once it is sent via certified or overnight mail to the Referee, with a copy to the General Counsel of the NBRA.

Section 5. Termination Without Good Cause.

(a) In addition to and notwithstanding the foregoing provisions of this Article X, the NBA shall have the right at any time to terminate the employment of any Referee without good cause, whether or not the specific provisions regarding termination as set forth above in this Article X may be applicable to such Referee. In such event, the Referee shall have the right to an informal review of the termination by the Commissioner or his designee. The determination by the Commissioner or his designee shall be final and binding, and neither the NBRA nor the Referee involved shall have any right to a review of such determination, or any right to advance any claim of any kind whatsoever in connection therewith, before any person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind).

(b) In the event of a termination pursuant to Article X, Section 5(a) above, the Referee shall receive post-employment severance pay in accordance with Article VIII, Section 4(b); and such payment shall be in lieu of any other payment to which the Referee may be entitled on account of such termination under this Agreement and any applicable statute, regulation or rule of law. Such payment shall commence upon either (i) the NBA's receipt of written notice from the Referee that he or she will not seek review of the termination, or (ii) a final determination by the Commissioner or his designee upholding the termination. In the event

the Referee is reinstated, such Referee shall continue to receive the applicable salary under Article IV, Section 1, and will receive no additional payments under this provision.

Section 6. Employment Ending Due To Disability.

A Referee's employment will terminate for good cause if such Referee is continuously disabled for a period of twelve (12) months and the NBA (in its sole and absolute discretion) concludes there is no reasonable expectation that such Referee will return to work in any reasonable period of time. In this event, the NBA shall provide the Referee with written notice confirming termination of employment.

Section 7. NBRA Representation.

In any review provided for under this Article X, the Referee may be represented by the NBRA.

Article XI

Conduct of Referees

Section 1. Other Employment and Business Activities.

During the term of this Agreement, no Referee shall be employed by or provide services to any entity or person other than the NBA, or own or operate a business (including, without limitation, any corporation, partnership, or sole proprietorship) without first providing written disclosure of such activity and then receiving the NBA's express written consent, which shall not be unreasonably withheld, provided that (i) any Regular Season employment or business activity shall be considered per se unreasonable if it, standing alone or when combined with other outside employment and business activities, exceeds five (5) hours per week; (ii) any Off-Season employment or business activity shall be considered per se reasonable in the absence of a conflict with a legitimate business interest of the NBA (such as, as reasonably determined, an actual or perceived conflict of interest, activity that raises integrity concerns, or activity of a disreputable nature) or a scheduling conflict with an Instructional Camp or meetings with NBA Players or Team Personnel; and (iii) no Referee may be employed in a management position (as opposed to as a consultant or advisor) by any basketball organization (e.g., league, team, or college conference) other than summer instructional camps and tournaments. For the purposes of this Article XI, Section 1 only, a Referee's Off-Season shall begin with the day following his/her last assigned Game of the Season, provided that a Referee who has not initially been assigned to a round of the Playoffs may be required, in an unforeseen circumstance affecting another Referee, including, but not limited to, illness, family emergency, or travel difficulty, to officiate in a Playoff game in that round, and he/she may not assert his/her involvement in Off-Season employment or business activity as a reason to decline such assignment.

Section 2. Gambling.

No Referee shall violate the NBA's anti-gambling rules, as set forth in the rules provided to Referees in accordance with Article XI, Section 4, below.

Section 3. NBA Constitution.

(a) Section 35A of the NBA Constitution (a copy of which, as in effect on the date of this Agreement, is annexed hereto as Exhibit M, but which may be amended from time to time by the NBA) is an integral part of this Agreement, and all Referees shall be bound by and subject to the provisions of such Section.

(b) Any dismissal, disqualification, suspension or fine imposed upon a Referee by the Commissioner or his designee pursuant to Section 35A of the NBA Constitution, including for conduct on the playing court or for the preservation of the integrity of, or the maintenance of public confidence in, the game of basketball, shall be final and binding upon the Referee involved and upon the parties to this Agreement, and neither the Referee nor the NBRA shall have any right to a review of such action by the Commissioner or his designee, or any right to advance any claim of any kind whatsoever in connection therewith, before any person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind). Each Referee, now or hereafter employed, and the NBRA hereby release the Commissioner, his designee and/or the NBA, and waive every claim against the Commissioner, his designee and/or the NBA for damages and for all claims and demands whatsoever arising out of or in connection with any such action by the Commissioner or his designee.

Section 4. Other Conduct.

(a) Work Rules.

(i) In addition to the foregoing, each Referee shall observe and comply with all requirements of the NBA respecting conduct of its Referees, at all times,

whether on or off the playing floor. The NBA may, from time to time during the period covered by this Agreement, establish and amend written rules for the governance of Referees (“Work Rules”), and the Work Rules shall be part of this Agreement as fully as if herein written and shall be binding upon each Referee, provided, however, that (A) no such Work Rule may alter any express provisions of this Agreement, (B) absent exigent circumstances, the NBA will provide the NBRA with ten (10) days’ notice before changing, suspending, or supplementing a Work Rule, and (C) if requested by the NBRA, the NBA will meet and confer with the NBRA over any change, suspension, or supplement to a Work Rule, and the NBA will consider any good-faith reasonable suggestions made by the NBRA.

(ii) For each Season during the term of this Agreement, no later than fifteen (15) days prior to the start of Training Camp, a copy of the Work Rules shall be provided to the General Counsel of the NBRA, who will be advised, in writing, of all changes to the Work Rules made during the Off-Season. Referees shall be provided with the Work Rules at the start of Training Camp.

(iii) For any violation of the Work Rules or for any conduct impairing the faithful and thorough discharge of the duties incumbent upon each Referee, the NBA may take disciplinary action against a Referee, including without limitation, suspension without pay, imposition of fines (which may be deducted from any money due or to become due to the Referee), and termination of employment under Article X, Section 3(b) or 4(d).

(b) When a Referee is fined and/or suspended under this Section, the Referee shall be given notice in writing, stating the amount of the fine and/or the duration of the

suspension and the reason therefor. In addition, the Referee shall have the right to an informal review of such fine and/or suspension by the Commissioner or his designee. Except as provided specifically in Article XI, Sections 4(c) and (d) below, the determination of the Commissioner or his designee shall be final and binding, and neither the NBRA nor the Referee involved shall have any right to a review of such determination, or any right to advance any claim of any kind whatsoever in connection therewith, before any person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind).

(c) In the event that a Referee is fined in an amount in excess of \$2,500, or suspended without pay in excess of three (3) Games, such Referee shall have the right to a formal hearing before the Commissioner or his designee (but only if such Referee has not previously had an informal review of such fine and/or suspension as provided for by Article XI, Section 4(b) above). At such formal hearing, the Referee may be represented by counsel, adduce evidence, and examine and cross examine witnesses, and a transcript shall be made. Following the conclusion of such hearing, the Commissioner or his designee shall determine whether there was good cause for the fine and/or suspension imposed. If the Commissioner or his designee determines that good cause did not exist, the amount of any fine paid by the Referee shall be remitted to such Referee, and/or the Referee shall be reimbursed for any salary withheld by the NBA as a result of the fine and/or suspension.

(d) In the event that the Commissioner or his designee determines that there was good cause for the fine and/or suspension imposed, the NBRA shall, on behalf of the Referee, have the right to a review (on the basis set forth below) of that determination by an arbitrator selected by the parties from an American Arbitration Association list of prominent professional arbitrators, with each party alternately striking names from such list until only one

remains. Any arbitration proceeding shall be conducted in New York City and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association; provided, however, that the arbitrator's jurisdiction shall be limited solely to the specific question whether the determination of the Commissioner or his designee that good cause existed for the fine and/or suspension imposed was clearly erroneous; and provided, further, that the arbitrator's determination shall be based solely upon the record as made at the hearing before the Commissioner or his designee and upon such written argument as the NBA and the NBRA may submit. All costs of arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the NBA and the NBRA; but each party shall bear the cost of its own counsel and the like.

(e) In the event that the arbitrator concludes that the determination by the Commissioner or his designee was clearly erroneous, the amount of any fine paid by the Referee shall be remitted to such Referee, and/or the Referee shall be reimbursed for any salary withheld by the NBA as a result of the fine and/or suspension. No award of the arbitrator may require, and nothing herein contained shall be construed to require, the NBA to reinstate the suspended Referee, provided the NBA makes the remittance and/or reimbursement as required by the foregoing sentence.

Section 5. NBA/NBRA Anti-Drug Program.

The NBRA, for itself and on behalf of all persons now or hereafter employed by the NBA as Referees, acknowledges and agrees to the terms of the NBA/NBRA Anti-Drug Agreement, a copy of which is attached as Exhibit N hereto, including all penalties applicable to violations thereof.

Article XII

No Strike Provision and Other Undertakings

Section 1. No Strike.

(a) Neither the NBRA nor any of its members will (i) call, sanction, or participate in any strike or other interference or disruption whatsoever with the operations of the NBA or with the conduct or presentation of any Pre-Season, Regular Season or Playoff Game, any All-Star Game or Event, or any other NBA event, (ii) call for, sanction, or participate in any concerted violation of any rule(s) prescribed by the NBA regarding the conduct of Referees at or during any Game, All-Star Game or Event, or any other NBA event, or (iii) observe or respect any picketing of any nature or engage in any sympathy strikes.

(b) It is specifically agreed and understood that, given the unique nature of the NBA's business and operations, the provisions of this Article XII shall be of full force and effect irrespective of whether any dispute that may arise between the NBRA and/or a Referee and the NBA constitutes a dispute that is arbitrable under this Agreement.

Section 2. Enforcement.

(a) It is specifically agreed and understood that, in the event of any alleged breach or threatened breach by the NBRA or a Referee of this Article XII, and in addition to any other remedies that may be available to it, the NBA shall have the right:

(i) To obtain from any court having jurisdiction such equitable relief as may be appropriate, including, but not limited to, an order enjoining the NBRA and/or any Referee from any further such breach or threatened breach; and/or

(ii) To submit a dispute concerning such breach or threatened breach for resolution pursuant to either the Voluntary Labor Arbitration Rules or the Expedited

Labor Arbitration Rules of the American Arbitration Association (“AAA”), with the arbitrator appointed by the AAA having the jurisdiction and authority to grant the NBA such equitable relief as may be appropriate, including, but not limited to, an order enjoining the NBRA and/or any Referee from any further such breach or threatened breach. Any such arbitration proceeding shall be conducted in New York City, and all costs of arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the NBA and the NBRA, but each party shall bear the cost of its own counsel and the like.

(b) Nothing contained in Article XII, Section 2(a) shall deprive the NBRA of the right (if any) to assert, in a proceeding commenced pursuant to that Section, that the NBA is not entitled to injunctive relief on the ground that the alleged or threatened breach sought to be enjoined was caused by an unfair labor practice (within the meaning of the National Labor Relations Act) allegedly committed by the NBA.

(c) It is specifically agreed and understood that, in the event of any breach of this Article XII, and in addition to any other remedies that may be available to the NBA (including, but not limited to, action taken by the NBA under Article XI with respect to any individual Referee who participates in any breach of this Article XII), the marketing money (under Article XIII, Section 1) and/or Playoff Pool money (under Article IV, Section 3) otherwise payable to the NBRA or Referees under this Agreement may be reduced by an amount not exceeding \$1,000,000 for each such breach, and by an additional \$50,000 for each Referee who participates in such breach.

Article XIII

Miscellaneous

Section 1. Apparel and Marketing.

(a) Notwithstanding any prior practice or arrangement, the parties agree that during all Games and warm ups and between the locker room and the court, Referees shall only wear such uniforms and any other items of equipment, clothing and footwear as may be determined by the NBA and only in the manner prescribed by the NBA.

(b) The NBRA, for itself and on behalf of all Referees, agrees that neither it nor any Referee shall enter into any contract or arrangement pursuant to which, in exchange for any form of consideration paid to a Referee or the NBRA, one or more Referees wears, displays or endorses (or agrees to wear, display or endorse) any product (including but not limited to footwear). In addition, the NBA shall maintain and reserve the right to use, during the term of this Agreement and thereafter, each Referee's name, picture, or likeness for any commercial and promotional purposes, and the NBRA, for itself and on behalf of all Referees, agrees that neither it nor any such person shall assert any claim against the NBA, any NBA team, NBA Properties, Inc. ("NBAP"), or any affiliate thereof (an "NBA Entity") for the use by the NBA Entity (or by any licensee of such NBA Entity) of a Referee's name, picture or likeness for any such purposes.

(c) In consideration for the foregoing, the NBA shall pay to the NBRA, for distribution to active or retired Referees in a manner determined by the NBRA (with such determination subject to the NBA's approval, which approval shall not be unreasonably withheld), the following amounts:

For the 2015-16 Season:	\$472,714
For the 2016-17 Season:	\$486,895
For the 2017-18 Season:	\$501,502

For the 2018-19 Season:	\$516,547
For the 2019-20 Season:	\$532,044
For the 2020-21 Season:	\$548,005
For the 2021-22 Season:	\$564,445

Section 2. Interviews or Public Statements.

A Referee shall not grant any interviews to the press or otherwise make any public statements (including, but not limited to, via radio, television, the Internet, or any other medium) without the approval of the head of the NBA Referee Operations Department. Notwithstanding the foregoing, a crew chief shall be permitted to discuss a rule interpretation with a pool reporter immediately after a Game.

Section 3. Awards.

Any Referee who works his or her first Playoff Game shall receive an NBA Playoff Watch. Any Referee who works his or her first NBA Finals Game shall receive an NBA Finals Ring. The design of such watches and rings shall be in the absolute and sole discretion of the NBA.

Section 4. Tickets.

(a) The NBA will provide to the NBRA and its authorized representatives up to four (4) tickets to any Game at box office prices, provided that the NBA receives a request for such tickets at least forty-eight (48) hours before such Game, and provided that such tickets are available from the home team.

(b) A Referee assigned to officiate any Game will receive two (2) complimentary tickets for each such Game.

(c) No tickets provided under this Section 4 shall be sold by the NBRA or any Referee or by any person to whom the NBRA or a Referee distributes such tickets. If it is

determined that the NBRA has violated the foregoing prohibition, the NBRA will lose its rights to purchase Game tickets under this Agreement. If it is determined that a Referee has violated the foregoing prohibition, the Referee will, in addition to any other discipline imposed pursuant to Article XI, lose the entitlement to complimentary Game tickets under this Agreement.

Article XIV

Management Rights

Section 1. Management Rights.

(a) Subject only to the limitations as may be explicitly set forth in this Agreement, the NBA shall retain the exclusive right to manage its business, including, but not limited to, the right to hire new Referees, to direct the working force, to classify or reclassify Referees, to lay off Referees because of lack of work, to determine the qualifications of Referees, to observe and evaluate a Referee's performance, to discipline, suspend, or discharge Referees, and to require Referees to observe rules and regulations presently in effect and/or to be put into effect.

(b) The methods, procedures and mechanics of officiating, including, but not limited to, whether and the extent to which Referee Operations management may make final decisions with respect to Game events (e.g., calls, non-calls, violations) following video review from the NBA Replay Center, shall be determined solely by the NBA.

(c) The listing of the foregoing rights is not intended to and shall not be restrictive of or a waiver of any of the rights of management not listed, whether or not such rights have been exercised by the NBA in the past.

Article XV

Grievances

Section 1. Definitions.

Any dispute involving the interpretation or application of any provision of this Agreement shall hereinafter be referred to as a “grievance,” and shall be resolved exclusively in accordance with the provisions of this Article XV. Notwithstanding the foregoing, (a) disputes involving the discipline of any Referee shall not be subject to resolution in accordance with the grievance procedure established by this Article XV, but rather shall be exclusively resolved in accordance with the provisions of Articles X and XI of this Agreement (provided, however, that disputes arising under Article II, Section 4 and Exhibit N, Section 2(e) of this Agreement shall be subject to this Article XV), and (b) disputes arising under Article XII shall be exclusively resolved in accordance with the provisions of Article XII of this Agreement.

Section 2. Procedures.

(a) Grievance by a Referee and/or the NBRA. A Referee having a grievance shall submit such grievance, in writing, signed by the grievant and an authorized representative of the NBRA on behalf of the grievant, to the NBA’s General Counsel; and, in order to be effective, such grievance must be submitted within thirty (30) days from the date of the occurrence upon which the grievance is based, or within thirty (30) days from the date upon which the facts giving rise to the grievance became known or reasonably should have become known to the party initiating the grievance, whichever is later. The NBRA may file a grievance in its own name, or on behalf of some or all Referees (provided that such Referee(s) approve of the filing of such grievance), by submitting it to the NBA’s General Counsel, in writing; and, in order to be effective, such grievance must be submitted within thirty (30) days from the date of

the occurrence upon which the grievance is based, or within thirty (30) days from the date upon which the facts giving rise to the grievance became known or reasonably should have become known to the party initiating the grievance, whichever is later.

(b) Grievance by the NBA. A grievance by the NBA shall be submitted to the NBRA's General Counsel, in writing, within thirty (30) days from the date of the occurrence upon which the grievance is based, or within thirty (30) days from the date upon which the facts giving rise to the grievance became known or reasonably should have become known to the NBA, whichever is later.

(c) Request for Meeting. Either the NBRA or the NBA may request a meeting with the other party to discuss the grievance, but such request or meeting shall not extend the time periods provided for in this grievance procedure. If no response to the grievance is delivered to the grieving party within thirty (30) days after submission of the grievance, the grievance shall be deemed denied by the opposing party.

(d) Arbitration. If a satisfactory settlement is not effected in the grievance procedure, either the NBRA or the NBA may refer the matter to arbitration by sending the other party a writing requesting arbitration. A grievance with respect to which arbitration is not requested within thirty (30) days from the date on which the grievance is denied or deemed denied shall be deemed waived and shall be dismissed with prejudice.

(e) Arbitrator. Disputes referred to arbitration shall be decided by a neutral arbitrator mutually agreed upon by the parties. In the event the parties are unable to mutually agree upon the appointment of an arbitrator within ten (10) days of either side requesting arbitration, the parties shall jointly request that the American Arbitration Association furnish the parties with a list of nine (9) prominent, professional arbitrators from its national panel (limited

to those from the Mid-Atlantic and Northeastern states), all of whom must be members in good standing of the National Academy of Arbitrators. The parties shall alternate in striking names from the list until only the name of one person remains, and that person shall be deemed appointed as arbitrator. Except as otherwise provided in this Section 2(e), arbitration proceedings before the arbitrator shall be conducted in New York City and in accordance with the Labor Arbitration Rules of the American Arbitration Association.

(f) Scope of Arbitration. An arbitrator selected pursuant to this Article XV shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement. Nor, in the absence of agreement by the NBA and the NBRA, shall the arbitrator have jurisdiction or authority to resolve questions of substantive, as opposed to procedural, arbitrability, including the question of whether the arbitrator, as opposed to the Commissioner (or his designee) has jurisdiction to hear or resolve a particular dispute. The arbitrator's award shall be in writing, shall constitute full, final and complete disposition of the grievance, and shall be binding upon the NBA, the NBRA, and any Referees involved.

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

Article XVI

Notices to the NBRA

Section 1. Notice of Rules.

The NBA shall provide the NBRA's General Counsel with copies of all rules and policy notices (including any statements of clarification of any previously issued rule or policy) issued to Referees as and when they are distributed to them, provided that any changes, suspensions, or supplements to the Work Rules shall be subject to the procedure set forth in Article XI, Section 4(a)(i).

Section 2. Notice of Discipline.

The NBA shall provide the NBRA's General Counsel with copies of all Referee discipline notices by email and hard copy delivery. The email copy will be sent when the notice is released or mailed to the affected Referee.

Article XVII

Integration; Governing Law; Miscellaneous

Section 1. Integration.

This Agreement constitutes the entire understanding between the parties, shall govern their entire relationship, and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. All understandings, conversations and communications, as well as all prior agreements (except as specifically set forth herein), oral or written, expressed or implied, between the NBA and the NBRA and/or any representative of either, are merged into and superseded by this Agreement and shall be of no force or effect. This Agreement may not be modified, altered, or amended, except by a writing signed by both parties.

Section 2. Governing Law.

This Agreement is made under and shall be governed by the internal law of the State of New York, except where United States federal law may govern. No action with respect to this Agreement shall be brought or maintained in any court other than the United States District Court for the Southern District of New York or the Supreme Court of the State of New York, New York County.

Section 3. Miscellaneous.

(a) In the event that any provision of this Agreement is found to be inconsistent with the Internal Revenue Code (or the rules and regulations issued thereunder), the National Labor Relations Act, any other federal, state, provincial, or local statute or ordinance, or the rules and regulations of any other government agency, or is determined to have an adverse effect upon the right of the NBA (or any successor entity) to a tax exemption under Section 501(c) (6) of the Internal Revenue Code of 1954 (or any successor section of like

import), then the parties hereto agree to make such changes as are necessary to avoid such inconsistency or to obtain or maintain such exemption retaining, to the extent possible, the intention of such provision.

(b) In the event the NBA does not take an action otherwise required by this Agreement on the ground that such action would violate the law of any jurisdiction, it will notify the General Counsel of the NBRA in writing.

(c) The headings and organization of 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.

(d) All of the Exhibits hereto are an integral part of this Agreement and of the agreement of the parties thereto.

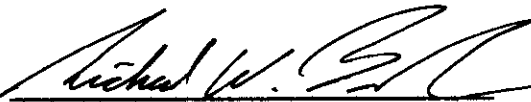
Article XVIII


Term of Agreement

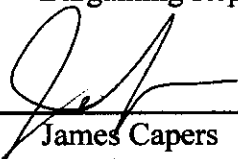
This Agreement shall be effective from August 26, 2015, and shall continue in full force and effect until September 1, 2022.


NBA SERVICES CORP.


NATIONAL BASKETBALL
REFEREES ASSOCIATION

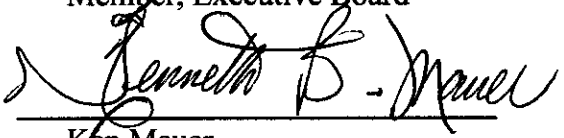
By: 
Richard W. Buchanan
General Counsel

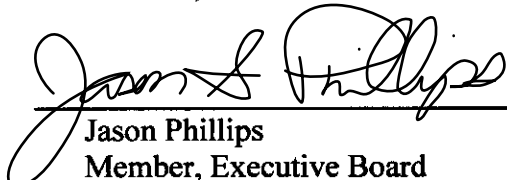
By: 
Lee Seham
Bargaining Representative

By: 
James Capers
Member, Executive Board

By: 
Marc Davis
Member, Executive Board

By: 
Brian Forte
Member, Executive Board

By: 
Ken Mauer
Member, Executive Board

By: 
Jason Phillips
Member, Executive Board