

COLLECTIVE BARGAINING AGREEMENT
between
WNBA DEVELOPMENT, INC.
and the
NATIONAL BASKETBALL REFEREES ASSOCIATION
(April 1, 2021)

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EXHIBITS

- Exhibit A** **Years of Service Schedule**
- Exhibit B** **Form Election to Arbitrate**
- Exhibit C** **Referee Heights**
- Exhibit D** **WNBA Operations Manual, Section III.F**
- Exhibit E** **WNBA/NBRA Anti-Drug Agreement**

AGREEMENT made as of this 1st day of April, 2021, by and between WNBA Development, Inc. 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 a WNBA team during any Pre-Season, Regular Season, or Playoffs.
2. “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 Orientation in the next Season, except following the 2023 Season, when such period will end on the day this Agreement expires.
3. “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 WNBA teams.
4. “Pre-Season” means, with respect to any Season during the term of this Agreement, the period beginning on the first day of Referee Orientation and ending on the day preceding the first day of the Regular Season.
5. “Referees” means all persons employed by the WNBA as active game officials in the United States under the terms of this Agreement.
6. “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 WNBA teams.

7. “Season” means any WNBA season during the term of this Agreement beginning on the first day of Referee Orientation and ending on the day of the last Playoff Game.

8. “WNBA” means WNBA Development, Inc. or the Women’s National Basketball Association, as the context shall imply.

9. “Year” means any period during the term of this Agreement beginning on April 1 and ending on the following March 31.

10. “Years of Service” means the number of years of WNBA service credited to a Referee under the terms of this Agreement. With the exception of eligibility for compensation continuation for injuries under Article VII, Section 1 and vesting in matching contributions under Article VII, Section 3 below, under no circumstances shall the definition of Years of Service herein be used for purposes of determining a Referee’s years of service (including, without limitation, years of credited eligibility, benefit, and/or vesting service) under any benefit plan or program provided for under this Agreement.

Article II

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

Section 1. Union Recognition.

(a) The WNBA, pursuant to the Voluntary Card Check and Recognition Agreement dated July 22, 2016, recognizes the NBRA as the exclusive collective bargaining representative of all Referees pursuant to the National Labor Relations Act, 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 WNBA does not recognize the NBRA as the collective bargaining representative of any Referees, or any other persons, outside of the United States. Neither any term of this Agreement, nor the application of any term of this Agreement to games or events outside of the United States (including, without limitation, pursuant to Article III, Sections 6 and 8(b) and Article VIII, Section 2(d)), shall be construed to constitute such recognition of the NBRA by the WNBA.

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 WNBA agrees to check off, from the salary of each Referee who is a member of the NBRA and who has so authorized the WNBA 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 WNBA 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 WNBA 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 2020 Season. Beginning with the 2021 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 WNBA and (ii) officiated at least one (1) Pre-Season or Regular Season Game. A Year of Service will be credited to a Referee on October 31 following the Season for which it is being credited.

Section 4. Non-Discrimination.

Neither the WNBA 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 XIV 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 XIV, 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 WNBA'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 (including with regard to “Closed Dates,” defined in Section 11 below), all matters relating to the assignment and scheduling of work for Referees shall be in the sole and absolute discretion of the WNBA.

(b) Except as may be set forth below in this Article, a Referee assigned to perform any work pursuant to the terms of this Agreement shall be required to perform such work unless, upon request by the Referee, the head of the WNBA Referee Operations Department (or his/her designee), in his/her sole and absolute discretion, decides to relieve the Referee of such assignment.

Section 2. Number of Referees Per Game.

The WNBA shall assign three (3) Referees to officiate each WNBA Pre-Season, Regular Season, and Playoff Game played in the United States. 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 WNBA.

Section 3. Number of Game Assignments; Scheduling.

(a) During each Season, a Referee may be assigned to work up to a maximum of thirty-six (36) Pre-Season and Regular Season Games. Notwithstanding the foregoing, during each Season, the WNBA shall have the right to require a Referee to officiate more than thirty-six (36) such Games. For each such Pre-Season and Regular Season Game officiated in excess of thirty-six

(36), such Referee shall receive \$350 in addition to the Game Fee amount set forth in Article IV, Section 1.

(b) The WNBA shall use reasonable efforts to provide Referees with their Pre-Season schedule of assignments at or before Referee Orientation, but in no event later than fourteen (14) calendar days prior to the first date that Referees are required to be in a city for a Game assignment under Article VI, Section 3(c). Notwithstanding the foregoing, for the 2021 Season, the WNBA shall provide Referees with such schedule of assignments as soon as reasonably practicable, but no later than within three (3) days of the execution of this Agreement..

(c) For Regular Season Games played in May and June, the WNBA shall use reasonable efforts to provide Referees with schedule of assignments at or before Referee Orientation, but in no event later than twenty-four (24) calendar days prior to the first date that Referees are required to be in a city for a Game assignment under Article VI, Section 3(c). Notwithstanding the foregoing, for the 2021 Season, the WNBA shall provide Referees with such schedule of assignments within fourteen (14) days of the execution of this Agreement.

(d) For Regular Season Games played between July 1 and August 10, the WNBA shall provide Referees with their schedule of assignments no later than twenty-four (24) calendar days prior to the first date that Referees are required to be in a city for a Game assignment under Article VI, Section 3(c).

(e) For Regular Season Games played between August 11 and the last schedule date of the Regular Season, the WNBA shall provide Referees with their schedule of assignments no later than twenty-one (21) calendar days prior to the first date that Referees are required to be in a city for a Game assignment under Article VI, Section 3(c).

(f) If any deadline set forth in Sections 3(b) through 3(e) falls on a weekend or national holiday, the WNBA shall provide the schedule on the next business day.

Section 4. Playoff Games.

(a) The WNBA may assign Referees to serve as alternate officials at Playoff Games (“Alternate Playoff Officials”). Without limiting the WNBA’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 WNBA-mandated game uniform for the duration of the Game;
- (iii) Be seated at the scorer’s table or remain stationed in the Referees’ dressing room, as determined in the sole and absolute discretion of the WNBA, and be available to assist the on-court crew with administration of the Game as needed;
- (iv) Be prepared to work as a Referee in the Game; and
- (v) Work as a Referee in the Game at the direction of the WNBA.

(b) (i) The list of Referees selected for the first and second rounds of the Playoffs will be provided to the NBRA and the Referees selected for the first round by 5:00 p.m. Eastern on the day following the final Game of the Regular Season. In the event that the WNBA Playoffs format materially changes from the four (4) round format used during the 2020 Season, the WNBA and NBRA will meet and confer over the timing of notification to the NBRA of the Referees selected to work the first and second rounds of the Playoffs.

(ii) The WNBA will make reasonable efforts to provide the list of Referees selected for the 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. In the event that the WNBA Playoffs format materially changes from the four (4) round format used during the 2020 Season, the WNBA and NBRA will meet and confer over the timing of notification to the NBRA of the Referees selected to work any rounds to follow the second round of the Playoffs.

(c) Immediately following the WNBA's notification to Referees selected to officiate a Game 4 or Game 5 of a five (5) Game series Playoff round, the WNBA shall provide an e-mail notification to all Referees selected to work in that Playoff round that Playoff Game assignments for the Game 4 or Game 5, as applicable, have been made.

Section 5. All-Star Game and Related Events.

Referees will be assigned by the WNBA to officiate (i) the WNBA's All-Star Game, and (ii) other contests or exhibitions presented in connection with such All-Star Game ("All-Star Events"). Referees assigned to work the All-Star Game and/or All-Star Events shall be notified of their assignments no later than twenty-four (24) calendar days in advance of the last Regular Season Game prior to the All-Star Game.

Section 6. Games Outside of the United States.

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

Section 7. Referee Orientation.

(a) Prior to the commencement of each Season, the WNBA may require Referees to report to a Referee Orientation at a place and time designated by the WNBA (“Referee Orientation”), provided that the duration of a Referee Orientation shall not exceed: (i) for crew chiefs, five (5) days and four (4) nights; and (ii) for non-crew chiefs, four (4) days and three (3) nights. For the avoidance of doubt, a Referee shall be required to attend all days of his/her assigned Referee Orientation in order to receive any fee under Article IV, Section 7.

(b) The WNBA will make reasonable efforts to communicate the dates and times of Referee Orientation to Referees by the February 1 prior to the start of each Season, and in no event later than 5:00 p.m. Eastern on the Tuesday immediately following the conclusion of NBA All-Star Weekend. The WNBA will make reasonable efforts not to schedule Referee Orientation over Easter Weekend.

Section 8. Instructional Camp & Training.

(a) For training purposes, and in addition to Referee Orientation:

(i) During each Season, the WNBA may require any Referee to attend Summer Leagues, Grass Roots events, or other NBA and/or WNBA-sponsored instructional sessions (each an “Instructional Camp”), at a place and time designated by the WNBA, provided that the duration of each such Instructional Camp shall not exceed four (4) days and three (3) nights. The WNBA will make reasonable efforts to notify all Referees of the place and time of each such Instructional Camp when the schedule of Game assignments occurring during the same time period as the Instructional Camp is provided to Referees pursuant to Section 3 above, and will notify any Referee required to attend an Instructional

Camp no later than twenty-four (24) calendar days prior to the start of such Instructional Camp.

(ii) During each Off-Season, the WNBA may require any Referee who has less than five (5) Years of Service, or who ranks in Group III (in accordance with Article IX, Section 2), to attend Instructional Camps, provided that the duration of each such Instructional Camp shall not exceed four (4) days and three (3) nights. The WNBA will notify Referees required to attend an Instructional Camp under this Section 8(a)(ii) of the place and time of each such Instructional Camp by no later than one (1) month before the first day of such Instructional Camp, and the WNBA will make good faith efforts to notify Referees sooner if the place and time of the camp have been determined. If any Referee required to attend an Instructional Camp under this Section 8(a)(ii) promptly notifies the WNBA that he/she has a prior scheduling commitment that conflicts with such Instructional Camp, then the WNBA will give due consideration to the information provided by such Referee in considering whether to excuse such Referee's attendance.

(iii) Any Referee not required to attend an Instructional Camp under Section 8(a)(i) or 8(a)(ii) above may request permission to attend, and permission to attend will not be unreasonably denied by the WNBA.

(iv) Nothing herein shall require the WNBA to conduct an Instructional Camp at any time.

(b) A Referee with less than five (5) Years of Service, and who is not otherwise under contract with the NBA Development League (the "G League"), may be required, as part of his/her on-going development and training, to officiate a maximum of ten (10) G League games per G League season, and the Referee will be paid a game fee for each such game officiated at the

greater of the Referee's applicable rate pursuant to Article IV, Section 1 or the minimum game fee payable to officials under contract with the G League as of the time the game is officiated. At no time will a Referee be required to travel outside the United States or Canada for such assignments. Assignments shall be made in accordance with such Referee's closed dates that will be made available to the G League no later than the twenty-fourth (24th) day prior to the first scheduled G League regular season game each year.

(c) During the Season, the WNBA may assign Referees to serve as instructors at an Instructional Camp. The WNBA will provide Referees with the dates of such assignments no later than the dates set forth in Section 8(a)(i) above.

(d) During the Off-Season, the WNBA may offer Referees the opportunity to serve as instructors at an Instructional Camp, provided that such Referees shall not be required to accept such offers.

(e) Nothing herein shall limit the WNBA in any way from hiring or employing persons other than Referees as instructors at any Instructional Camp.

Section 9. Meetings with WNBA Players and Team Personnel.

The WNBA may request during the Season, with at least twenty-four (24) calendar days' notice, any number of Referees to make presentations (at places and times designated by the WNBA) regarding game rules or other officiating matters, including, but not limited to, at a Coaches and Referees Summit with WNBA coaches and/or other WNBA team personnel, the Rookie Transition Program, Pre-Season meetings with WNBA teams (including players and/or team personnel), and meetings with teams' general managers.

Section 10. Replay Center.

The parties will bargain over the terms and conditions of employment for Referees covered by this Agreement in the event the WNBA decides to institute use of a Replay Center; provided, however, that the WNBA, in its sole and absolute discretion, may use managers to test the feasibility of in-Game use of a Replay Center during the Playoffs and on other trial occasions.

Section 11. Closed Dates.

(a) A “Closed Date” is a date during a Season on which a Referee is unavailable to be (i) assigned to travel to/from or officiate a Game (provided, however, that nothing herein shall limit the WNBA from assigning a Referee to officiate a Day Game on the day immediately preceding a Closed Date); (ii) required to log into OIW or perform similar regularly-scheduled administrative duties (it being understood that on a Closed Date, a Referee must respond to reasonable requests from WNBA management regarding Game plays and events); or (iii) assigned to attend or work an Instructional Camp, contest or exhibition presented in connection with the WNBA’s All-Star Game, the Rookie Transition Program, a Coaches and Referee Summit, or a meeting with a WNBA team; provided, however, that a date shall not count as a Closed Date if a Referee is unavailable for such assignments because s/he is officiating a FIBA, USAB, or NBA Summer League game.

(b) An “Available Date” is a date during a Season other than a Closed Date.

(c) On or before the date that is three (3) weeks prior to the start of Referee Orientation for each Season, each Referee will submit a calendar to the WNBA, which sets forth the dates during the Season, up to and including the last possible Playoffs Game, that each Referee is requesting as a Closed Date. Referees will request a Closed Date by placing an “X” over a date.

(d) On or before June 1, and again on or before July 1, of each Season, each Referee may submit a calendar to the WNBA, which sets forth any updated dates during the remainder of the Season, up to and including the last possible Playoffs Game, that each Referee is requesting as a Closed Date. Referees will request a Closed Date by placing an “X” over a date.

(e) Subject to Sections 11(f) through 11(h) below, Referees will not be assigned to work a Game on the day after a Closed Date (a “Post-Closed Date Day”); provided, however, that (i) Referees will submit with their Closed Date requests any Post-Closed Date Days when they are available to work a Game, and the WNBA may assign the Referee to work a Game on such Post-Closed Date Days, and (ii) regardless of whether or not a Referee stated that he/she is available to work a Game pursuant to Section 11(e)(i) above, the WNBA may request that a Referee work a Game on a Post-Closed Date Day and the Referee may accept or decline such request, it being understood that the Referee will make reasonable efforts to accept such Game assignment. For purposes of Sections 11(e)(i) and 11(e)(ii) above, (A) any Game assignment on a Post-Closed Date Day will be a Night Game and will be in a city that is no more than two (2) hours in scheduled flight time from the Referee’s location on the Closed Date, and (B) the Referee must be physically present in the city where the Game is to be played no later than 11:00 a.m. (local time) on the day of such Game.

(f) The WNBA will grant Referees’ requests for Closed Dates, subject to the following:

(i) At least one crew chief must be available to work each scheduled Game. If the number of scheduled Games on a day exceeds the number of crew chiefs who have not requested a Closed Date that day, then to ensure that a crew chief is available to work each scheduled Game that day the WNBA may deny one or more crew chiefs’

requests for a Closed Date as necessary; provided, however, that the WNBA will give reasonable consideration to a crew chief's request to close such date due to compelling personal or business reasons;

(ii) In addition to the requirement set forth in Section 11(f)(i) above, at least two (2) other Referees must be available to work each scheduled Game. If there are too few such Referees who have not requested a Closed Date that day, then the WNBA may deny one or more of such Referees' requests for a Closed Date to ensure that enough such Referees are available to work each scheduled Game that day. In such case, the WNBA will award available Closed Dates on the basis of seniority, granting Closed Dates to the Referees with the greatest Years of Service among those Referees requesting the same Closed Date (subject to Section 11(h) below);

(iii) No Referee will be granted a Closed Date: (A) during the opening or closing weekends of the Regular Season; (B) on a day on which four (4) or more Games are scheduled to be played, provided, however, that a Referee may request to close dates for the purpose of attending important personal and/or family obligations (e.g., wedding, graduation, and other significant life events), and the WNBA will give reasonable consideration to such request; or (C) during the Playoffs, provided, however, that the WNBA will give reasonable consideration to a request for a Closed Date during the Playoffs that is due to compelling personal or business reasons; and

(iv) Each Referee shall be limited to a maximum number of Closed Dates per Season based on his or her Years of Service, as follows: (A) a Referee who has fewer than ten (10) Years of Service will be granted no more than ten (10) Closed Dates per Season; and (B) a Referee who has ten (10) or more Years of Service will be granted no

more than eighteen (18) Closed Dates per Season. The WNBA will give due consideration to a Referee's request to close a date in excess of the limits set forth herein due to unforeseen circumstances beyond the Referee's control.

(g) The WNBA acknowledges that, after the WNBA has provided a Referee with his/her schedule of assignments for a range of dates, such Referee may make other (non-WNBA) plans on Available Dates occurring during such range of dates. Notwithstanding the foregoing, in the event a Referee scheduled to work an assignment becomes unavailable due to a sudden injury, unforeseen event, or other similar circumstances, the WNBA may assign another Referee, who has an Available Date on the date of such assignment, to officiate such assignment, without regard to the deadlines referenced in Sections 3(b) through 3(e), 4(b), 5, and 9 above, provided that the WNBA will make reasonable efforts to take into account Referees' Years of Service when making such an assignment, and subject to Section 11(h) below.

(h) The NBRA acknowledges that, consistent with Section 1(a) above, the WNBA's priority is to assign the best crew to each Game, as determined in the WNBA's sole and absolute discretion.

Section 12. Assignments to Non-Referees.

Notwithstanding any other provision to the contrary that may be set forth in this Agreement, the WNBA may assign persons other than Referees (e.g., NBA G League referees) to officiate Pre-Season Games, provided that the number of such Pre-Season Game assignments does not exceed fifteen percent (15%) of the total WNBA Pre-Season Game assignments, rounded up to the nearest whole number, for such Pre-Season. The number of non-Referees officiating any Pre-Season Game will be limited to one (1) for any particular Pre-Season 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. Any non-Referee who will be officiating a Pre-Season Game will be invited to WNBA Referee Orientation for the Season in which he or she will be officiating.

Section 13. Changes to Scheduled Assignments.

(a) Provided that a Referee is not given another assignment to work a Game played within forty-eight (48) hours of the Referee's original Game assignment as described in (a)(i) through (ii) of this Section 13, a Referee shall be paid fifty percent (50%) of her/his applicable Game Fee set forth in Article IV, Section 1 in the event that such Referee: (i) travels to the city of a Game assignment, arrives in the city, but the Game does not occur; or (ii) travels to a Game assignment but does not reach the city of the Game assignment due to reasons beyond the Referee's control (e.g., inclement weather, League schedule changes).

(b) A Referee shall be paid one hundred percent (100%) of her/his applicable Game Fee as set forth in Article IV, Section 1 in the event that such Referee travels to the city of a Game Assignment and arrives at the arena in accordance with applicable Work Rules but the Game does not occur.

Article IV

Game Fees & Other Compensation

Section 1. Game Fee Scale.

(a) During the period covered by this Agreement, and subject to such adjustments as may be required by Article III, Section 3(a) above, Referees (based on Years of Service) shall receive the following Game Fees for all Pre-Season, Regular Season, and Playoff Games worked, in consideration for the performance of their services under this Agreement:

Years of Service Prior to Start of Season	2021 Game Fee	2022 Game Fee	2023 Game Fee
0	\$1,040	\$1,379	\$1,420
1	\$1,222	\$1,485	\$1,530
2	\$1,326	\$1,646	\$1,695
3	\$1,430	\$1,666	\$1,716
4	\$1,534	\$1,686	\$1,737
5	\$1,642	\$1,706	\$1,757
6	\$1,663	\$1,727	\$1,779
7	\$1,684	\$1,748	\$1,800
8	\$1,704	\$1,769	\$1,822
9	\$1,725	\$1,790	\$1,844
10	\$1,745	\$1,811	\$1,865
11	\$1,766	\$1,833	\$1,888
12	\$1,790	\$1,855	\$1,911
13	\$1,811	\$1,877	\$1,933
14	\$1,832	\$1,887	\$1,944
15	\$1,924	\$1,981	\$2,041
16	\$1,947	\$2,005	\$2,065
17	\$1,971	\$2,029	\$2,090
18	\$1,995	\$2,054	\$2,116
19	\$2,018	\$2,078	\$2,140
20	\$2,081	\$2,163	\$2,228
21	\$2,081	\$2,189	\$2,255
22	\$2,081	\$2,215	\$2,282
23	\$2,081	\$2,242	\$2,309
24+	\$2,081	\$2,269	\$2,337

(b) In addition to the Game Fee as set forth above, a Referee with twenty-five (25) Years of Service or more shall receive a payment of \$100 for each Game such Referee works.

Section 2. Game Fee Payment Schedule.

The WNBA will make reasonable efforts to pay Referees their Game Fees in the first payroll period after the month in which the Game Fees were earned, and such Game Fees will be paid no later than the second payroll period after the month in which they were earned.

Section 3. Playoff & All-Star Game Premiums.

In addition to the Game Fee amount set forth in Section 1 of this Article, the WNBA shall compensate each Referee with the following premium amounts for officiating Playoff Games, the Commissioner's Cup Championship Game, and the All-Star Game:

- (a) For each Playoff Finals Game officiated:
 - i. 2021: \$400
 - ii. 2022: \$475
 - iii. 2023: \$500
- (b) For each Playoff Semi-Finals Game officiated:
 - i. 2021: \$250
 - ii. 2022: \$325
 - iii. 2023: \$350
- (c) For each Playoff Game officiated in any round except the Finals or Semi-Finals:
 - i. 2021: \$225
 - ii. 2022: \$300
 - iii. 2023: \$325
- (d) For each Commissioner's Cup Championship Game officiated:
 - i. 2021: \$400

ii. 2022: \$475

iii. 2023: \$500

(e) For each All-Star Game officiated:

i. 2021: \$100

ii. 2022: \$250

iii. 2023: \$275

Section 4. Instructional Camps & Summer League.

When attending or working at the direction of the WNBA, a Referee will be compensated at the rate of:

(a) \$500 for attending any Instructional Camp, or Summer League (the \$500 fee inclusive of all days that a Referee attends an Instructional Camp or Summer League and any game officiating by the Referee). Notwithstanding the foregoing, (a) a Referee required to officiate a game (or games) at an Instructional Camp or Summer League pursuant to Article VIII, Section 2(c) will be paid a Game Fee for each such game officiated at the Referee's applicable rate pursuant to Section 1 of this Article, and no other fee pursuant to this Section 4.

(b) \$500 for each day:

(i) Served as an instructor at any Instructional Camp;

(ii) Attending a Rookie Transition Program;

(iii) Attending a Coaches and Referee Summit; or

(iv) Conducting a meeting with a WNBA team (including players, general managers, and/or team personnel) regarding game rules or other officiating matters, excluding any meetings with WNBA teams that take place immediately before or after any scheduled Game.

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

Section 5. Alternate Playoff Officials.

A Referee who performs the services of an Alternate Playoff Official during a Playoff Game will be compensated at the following per Game rates: (i) \$600 for the 2021 Season; (ii) \$650 for the 2022 Season; and \$700 for the 2023 Season. If the Alternate Playoff Official is required to officiate the Playoff Game, then in lieu of the Alternate Playoff Official fee, such Referee will be paid a Game Fee at the Referee's applicable rate pursuant to Section 1 of this Article and the applicable Playoff premium pursuant to Section 3 of this Article.

Section 6. Crew Chief Stipend.

A Referee serving as a Crew Chief for a Pre-Season, Regular Season or Playoff Game shall receive a Crew Chief stipend of \$200 for each such Game (the "Crew Chief Stipend"). The WNBA will make reasonable efforts to pay Crew Chief Stipends in the first payroll period after the month in which the Crew Chief Stipends were earned, and such Crew Chief Stipends will be paid no later than the second payroll period after the month in which they were earned.

Section 7. Referee Orientation.

(a) A Referee will receive \$150 for each day he/she attends, in its entirety, a Referee Orientation held virtually (i.e., the Referee Orientation is held on-line and the Referee is not required to travel to the Referee Orientation). To the extent a Referee Orientation is to be held virtually in any Season after the 2021 Season, the WNBA and the NBRA will meet and confer over the compensation for Referee attendance.

(b) A Referee will receive \$200 for each day he/she attends, in its entirety, a Referee Orientation held in-person (i.e., the Referee Orientation is held in a live setting and the Referee is required to travel to the Referee Orientation).

(c) In addition to the applicable amount set forth above in Section 7(a) or (b), a Crew Chief will receive \$200, provided that he/she attends, in its entirety, any additional day of Referee Orientation that is held pursuant to Article III, Section 7(a) or (b).

Article V

Expenses

Section 1. Per Diem.

(a) The WNBA will provide each Referee a Per Diem payment for meals and incidental expenses at a rate of two (2) Per Diem payments for each Game worked.

(b) The WNBA will provide each Referee a Per Diem payment for attending any Referee Orientation, Instructional Camp, or Summer League pursuant to Article III, Sections 7 or 8 or serving as an instructor at any Instructional Camp, attending a Rookie Transition Program, attending a Coaches and Referee Summit, or conducting a meeting with a WNBA team pursuant to Article III, Sections 8 or 9. A Referee will receive a Per Diem pursuant to this Section 1(b) at the rate of one (1) Per Diem payment for each night the Referee (i) is required by the WNBA to stay in a hotel, and (ii) s/he actually stays in a hotel.

(c) During each Season set forth below, the Per Diem amount shall be as follows:

(i) 2021: \$95

(ii) 2022: \$98

(iii) 2023: \$101

(d) Per Diems will be paid within the same pay period as the Game Fee, fee for attending an event, or fee for providing services, as applicable, for which the Per Diem is provided is paid to the Referee.

(e) Upon the submission of valid receipts, the WNBA will separately reimburse Referees for the reasonable cost of expenses as set forth in Article VI.

Section 2. Tips.

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 \$10 per Referee), for personal services performed for Referees by such personnel during Games.

Section 3. Shoe Allowance Payment.

During each Season, upon the submission of valid receipts, Referees will be reimbursed for the purchase of one (1) pair of shoes to be worn for on-court officiating in an amount not to exceed one hundred fifty dollars (\$150) per Season.

Section 4. Ground Transportation Within Cities of Game Assignments.

For Referees who travel outside their home cities for a Game assignment, the WNBA 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 a home Game played by any team (with the exception of any team based in New York City), 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.

(b) Referees may not rent cars in connection with home Games played by any team based in New York City, 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 WNBA, and

the WNBA, at its option, may in lieu of reimbursement provide a car service for the Referees in New York City.

(c) 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.”

(d) When renting a car in accordance with this Article V, Section 4, a Referee shall (at the WNBA’s option) either (i) charge the rental to a national car rental company credit card provided by the WNBA, or (ii), upon the submission of valid written receipts to the WNBA, be reimbursed for the actual expense incurred to rent the car from a national rental company approved by the WNBA in advance of rental.

(e) The charging of, or reimbursement for, the rental of a car as provided under this Article V, Section 4 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 Section 4(c) 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.

(f) 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 & 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 Section 1(a) above, Referees may use ground transportation (e.g., train, car or bus) for travel:

(i) To and from Game assignments between a Referee's home and the arena of an assigned Game, when the arena is less than three (3) hours away by car; and

(ii) In unusual situations, when approved in advance by the WNBA Referee Operations Department.

Section 2. Travel Arrangements and Payment.

(a) Referees are required to arrange for their travel (airfare, hotel and rental car) to and from Game assignments through the WNBA's travel agent, which will be directly billed and paid for by the WNBA. Referees must make all air travel arrangements through the WNBA's travel agent no less than twenty-one (21) calendar days in advance of a Game assignment, except that for Game assignments in the final schedule block (August 11 through end of Season) where the Referee would not have twenty-one (21) calendar days to make travel arrangements for an assignment as of the date that the schedule is released, the Referee shall make the arrangements for such assignment within three (3) calendar days of the Referee's receipt of the schedule. Notwithstanding the foregoing, for all Pre-Season Game assignments during the 2021 Season and Game assignments during the first week of the 2021 Regular Season, Referees must make all air travel arrangements through the WNBA's travel agent within forty-eight (48) hours of receiving such Game

assignments. The WNBA is responsible for providing transportation to and from a Referee's city of residence, which Referees will provide to the WNBA at the time Closed Dates are due prior to each Season provided that: (i) the Referee has a residence in such city, and (ii) the city is in the continental United States.

(b) The WNBA is also responsible for providing transportation to and from the city of Game assignments; or from a city other than the Referee's city of residence to a Game assignment provided that, (i) the city is in the continental United States, and (ii) the cost differential of traveling from that city as opposed to the Referee's city of residence to be paid by the WNBA does not exceed (i) during the 2021 Season, one hundred and fifty dollars (\$150), (ii) during the 2022 Season, one hundred and seventy-five dollars (\$175), and (iii) during the 2023 Season, two hundred dollars (\$200) (as applicable each Season, the "Travel Cost Differential").

(c) In the event the travel cost differential for a Referee's travel exceeds the Travel Cost Differential for the Season in which the Referee is traveling, a Referee may, with prior approval from the WNBA Referee Operations Department, pay the amount in excess of the Travel Cost Differential to travel to a Game assignment from a city other than his/her city of residence.

(d) In connection with travel to and from a Game assignment, the WNBA will make reasonable efforts to reimburse Referees in the second pay period following submission of receipts for: airport and hotel parking; the cost, if any, to check one (1) piece of luggage, provided that the Referee is traveling on a trip that includes more than one (1) Game assignment before the Referee returns home; hotel internet (if applicable); rental car gas; and taxi/car service fees, or, if the Referee drives his or her own car, mileage (at the current IRS business mile rate) incurred driving to and from the Referee's home airport.

(e) In the event a Referee travels via ground transportation as set forth in Section 1(b) above and travel is not arranged through the WNBA's travel agent and paid directly by the WNBA, the WNBA will make reasonable efforts to reimburse the Referee in the second pay period following submission of receipts for the cost of travel by train (not including Amtrak Acela service, first class, business class, or any class comparable to first class or business class on any train) or for mileage driven at the current IRS business mile rate.

Section 3. Travel Requirements.

(a) Each Referee shall submit, within one (1) business day following receipt, to the WNBA Referee Operations Department a copy of the WNBA's travel agent itinerary for each scheduled Game (the "Itinerary").

(b) Referees are required to travel in accordance with their submitted Itineraries. Any deviation from a Referee's Itinerary must be submitted to the WNBA Referee Operations Department, and approved in advance of the applicable travel date.

(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., start times before 4:00 p.m. local time), no later than 11:59 p.m. (local time) on the day before such Game.

(ii) For a Night Game (i.e., start times after 4:00 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 ("back-to-back" Games) 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)(i) and (ii) above, the WNBA agrees that in exigent circumstances, it will give due consideration to a Referee's request to travel to any Night Game on the day of the Game, provided that there is a direct flight available from the city in which the Referee is traveling to the city where the Game is to be played that is no more than two (2) hours in scheduled flight time, and the Referee is physically present in the city where the Game is to be played no later than 11:00 a.m. (local time) on the day of such Game.

(d) 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.

(e) A Referee's failure to adhere to any of the provisions of this Section 3 will subject such Referee to discipline by the WNBA, 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 X, Section 4 hereof. Any Referee terminated pursuant to this subsection shall be afforded the right of review set forth in Article IX, Sections 4 or 5, as applicable.

Section 4. Travel for Game Assignments.

Air travel for Game assignments will be for the lowest available economy class fare, inclusive of a confirmed seat and one (1) complimentary piece of carry-on luggage. When booking

flights, the WNBA will make reasonable efforts to accommodate a Referee's preference for an aisle seat or window seat.

Section 5. Travel for Referee Orientation, Instructional Camps, & Meetings.

(a) Referees attending Referee Orientation, Instructional Camps, or other required meetings or events, are required to arrange for their travel (airfare, hotel and rental car) through the WNBA's travel agent, which will be directly billed and paid for by the WNBA. Air travel expenses will be lowest available economy fare class, inclusive of a confirmed seat and one (1) complimentary piece of carry-on luggage. When booking flights, the WNBA will make reasonable efforts to accommodate a Referee's preference for an aisle seat or window seat.

(b) In connection with travel to and from Referee Orientation, Instructional Camps, or other required meetings or events, the WNBA will make reasonable efforts to reimburse Referees in the second pay period following submission of receipts for: airport and hotel parking; the cost, if any, to check one (1) piece of luggage; hotel internet (if applicable); rental car gas; and taxi/car service fees or, if the Referee drives his or her own car, mileage (at the current IRS business mile rate) incurred driving to and from the Referee's home airport.

(c) In the event a Referee travels via ground transportation to and from Referee Orientation, Instructional Camps, or other required meetings or events, and travel is not arranged through the WNBA's travel agent and paid directly by the WNBA, the WNBA will make reasonable efforts to reimburse the Referee in the second pay period following submission of receipts for the cost of travel by train (not including Amtrak Acela service, first class, business class, or any class comparable to first class or business class on any train), or for mileage driven at the current IRS business mile rate.

(d) While attending Referee Orientation, Referees will be provided single occupancy lodging accommodations as selected by the WNBA.

Section 6. Traveling Home Between Game Assignments.

Referees may return home between Game assignments:

(a) When his/her schedule provides for one (1) day off between Game assignments, if the scheduled total duration of a flight from the city of the first assignment to the Referee's home city is one (1) hour or less and the Referee can arrive at the next game within the arrival time set forth in Section 3(c) herein.

(b) When his/her schedule provides for two (2) days off between Game assignments, if the scheduled total duration of a flight from the city of the first assignment to the Referee's home city is four and one half (4.5) hours or less and the Referee can arrive at the next game within the arrival time set forth in Section 3(c) herein, or the Referee may elect to continue on to the city of his/her next assignment. A Referee who elects to continue to the city of his/her next Game assignment will be provided one (1) additional Per Diem payment pursuant to Article V, Section 1(c).

(c) When his/her schedule provides for three (3) days off between Game assignments.

Article VII

Benefits

Section 1. Compensation Continuation for Injuries.

(a) If, during any Season during the term of this Agreement:

(i) A Referee, who did not officiate any Playoff Games in the immediately preceding Season, experiences a “Compensation Continuation Event” (defined below) that results in such Referee being unfit to officiate any scheduled assignment, the Referee shall receive one Game Fee, at the rate applicable at the time of such Compensation Continuation Event, for each full month such unfitness continues, but in no event beyond the end of the Regular Season during which the Compensation Continuation Event occurred.

(ii) A Referee, who officiated at least one Playoff Game in at least one of the immediately preceding two Seasons, experiences a Compensation Continuation Event that results in such Referee being unfit to officiate any scheduled assignment, the Referee shall receive one Game Fee, at the rate applicable at the time of such Compensation Continuation Event, for each full month such unfitness continues, but in no event beyond the end of the Season during which the Compensation Continuation Event occurred.

(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 Compensation Continuation Event to the WNBA Referee Operations Department; provided, that (A) with regard to an “injury” (as defined below), such notice must state the time, place, cause, and nature of such injury, and must be received by the WNBA 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; and (B) with regard to pregnancy or childbirth, such notice must be received by the WNBA within four (4) months of the Referee's due date.

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

(iii) With regard to an "injury," the Referee must comply, during the period of his or her unfitness, with any fitness, rehabilitation and/or conditioning programs (as prescribed by the WNBA 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.

(iv) The Referee must have worked at least one (1) Game assignment during the Season in which the Compensation Continuation Event occurs.

(c) No Referee shall be entitled to payments pursuant to this Section for a period exceeding one (1) Season for the same Compensation Continuation Event (including recurrences) in any five (5) year period.

(d) The WNBA's obligations hereunder shall be reduced by any workers' compensation benefits and insurance provided for by the WNBA and paid or payable to the Referee. As a condition of an injured Referee's receiving payments pursuant to this Section, such Referee shall agree, in writing, to assign to the WNBA workers' compensation benefits and insurance proceeds relating to the Compensation Continuation Event, provided that the monthly

amount of workers' compensation benefits and insurance proceeds assigned to the WNBA shall not exceed the monthly amount described in Section 1(a) above.

(e) As used in this Section 1, Compensation Continuation Event shall mean (i) an "injury," which is an acute injury (as opposed to a chronic or overuse injury) that is directly suffered or sustained by a Referee in the course, and within the scope, of Referee's employment with the WNBA and that affects all or a portion of Referee's body such that the Referee is unfit to officiate, or (ii) the Referee's pregnancy or the Referee giving birth to a child, either during the Season or during the immediately preceding Off-Season, such that the Referee is unfit to officiate.

(f) A Referee who does not experience a Compensation Continuation Event may take up to six (6) continuous weeks of unpaid leave time in connection with the birth of the Referee's child or placement of a child with the Referee for adoption (or the imminent birth or adoption of such a child), and, in taking such leave time, the Referee shall not be required to use Closed Dates pursuant to Article III, Section 11. Nothing in this Section 1 shall preclude a Referee who has given birth to a child from taking the unpaid leave time provided hereunder.

Section 2. Medical Insurance.

(a) During the term of this Agreement, the WNBA shall provide Referees with the opportunity to purchase coverage through a group medical insurance policy as made available to WNBA league office employees and selected at the sole discretion of the WNBA, provided that (i) a Referee must affirmatively elect to be covered by the policy during open enrollment or upon experiencing a qualifying event (as defined in the policy), and (ii) such Referee shall be solely responsible for paying one hundred percent (100%) of the monthly premiums for the coverage level elected under the applicable policy.

(b) A Referee electing coverage under the group medical insurance policy described in Section 2(a) above shall pay the monthly premiums for such coverage to the WNBA (or its designee), in the manner and by the date prescribed by the WNBA (or its designee), and in no event later than the last day of the month to which the premiums relate.

(c) If the WNBA has complied with its obligation under Section 2(a) above, and if a Referee's coverage under the policy has been terminated during a plan year due to his or her failure to pay monthly premiums in accordance with Section 2(b) above, then for the remainder of such plan year, the WNBA shall not have any further obligation to provide such Referee with the opportunity to purchase coverage through any group medical insurance policy. If such Referee subsequently pays any unpaid premiums to the WNBA (or its designee), then during the next open enrollment period occurring during the term of this Agreement, the WNBA shall provide such Referee with the opportunity to purchase coverage through the group medical insurance policy described in Section 2(a) above.

(d) Nothing in this Section 2 shall limit the WNBA, in its sole and absolute discretion, from modifying, amending, or terminating any group medical insurance policy, or any benefit offered thereunder, that is made available at any time to WNBA league office employees.

(e) The WNBA and NBRA understand that Referees are not full-time employees within the meaning of Section 4980H of the Internal Revenue Code ("Code Section 4980H"), and that accordingly, the shared employer responsibility provisions of Code Section 4980H do not apply to Referees.

(f) In the event that the benefit arrangement set forth in this Section 2 is no longer permissible or available due to applicable laws or regulations, the obligation to provide such benefit arrangement shall immediately terminate.

Section 3. Retirement Plan.

(a) The WNBA shall provide to Referees the 401(k) benefits set forth in this Section 3 in accordance with and subject to the terms and conditions of the NBA Retirement Plan, as restated and amended effective January 1, 2017, and as amended from time to time and to be modified as set forth in this Section 3 (“Retirement Plan”); provided, however, that the provisions of the Retirement Plan shall be subject to any limitations or restrictions that may be imposed under Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and/or the Internal Revenue Code (“Code”).

(b) For purposes of this Section 3:

(i) The terms “Before Tax Savings Contribution,” “Compensation,” “Employer Contribution,” “Plan Administrator,” “Rollover Contribution,” and “Roth Contribution” shall have the meanings set forth in the Retirement Plan; and

(ii) For clarity, the terms “Referee” and “Year of Service” shall have the meaning set forth in this Agreement and not the Retirement Plan.

(c) The Retirement Plan currently provides that effective May 1, 2017, or as soon thereafter as administratively practicable:

(i) A Referee shall be eligible to participate in the Before Tax Savings Contribution, Rollover Contribution, and Roth Contribution portions of the Retirement Plan;

(ii) A Referee may affirmatively elect to make Before Tax Savings Contributions, Rollover Contributions, and/or Roth Contributions by completing an election in a form acceptable to the Plan Administrator;

(iii) A Referee shall not vest in any matching contributions made on his or her behalf under the Retirement Plan, or in any earnings thereon, unless the Referee is

credited with at least one (1) Year of Service. Upon being credited with at least one (1) Year of Service, a Referee shall be fully vested in all matching contributions made on such Referee's behalf under the Retirement Plan and any earnings thereon;

(iv) No Referee shall be eligible to participate in the Employer Contribution portion of the Retirement Plan; and

(v) The provisions of the Retirement Plan concerning automatic enrollment and/or automatic annual increases shall not apply to any Referee.

(d) A Referee shall be eligible to receive a matching contribution for a payroll period equal to one hundred percent (100%) of the Before Tax Savings Contributions and Roth Contributions made by such Referee to the Retirement Plan for such payroll period; provided, however, that (i) in no event shall the matching contribution made on such Referee's behalf for any payroll period exceed two and one-half percent (2.5%) of such Referee's Compensation for such payroll period, and (ii) the Retirement Plan shall be amended at the appropriate time to provide that effective May 1, 2023, in no event shall the matching contribution made on such Referee's behalf for any payroll period exceed three percent (3.0%) of such Referee's Compensation for such payroll period. All other provisions in the Retirement Plan relating to Referees shall remain as currently in effect.

(e) Notwithstanding any of the foregoing provisions of this Section 3:

(i) 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 Plan, 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 shall be made by the WNBA and any such determinations shall be binding and conclusive.

(ii) 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(e)(ii), 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 2021 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.

(iii) If a Referee makes elective deferrals to another retirement plan in addition to the Retirement Plan, such Referee shall be solely responsible for monitoring his or her compliance with, and for complying with, the aggregate limits imposed on elective deferrals under Code Section 402(g), and in no event shall the Retirement Plan, WNBA, or NBRA be responsible for any adverse tax consequences or loss of a tax benefit imposed on such Referee that may result from a failure to comply.

(iv) If any change or amendment made to the Code, ERISA, or other applicable law, or to any regulations (whether final, temporary, or proposed) or rulings issued thereunder; or if any interpretation, application, or enforcement (or any proposed

interpretation, application, or enforcement), by a court of competent jurisdiction in the United States or by the IRS, of the Code, ERISA, or other applicable law, or any regulations or rulings issued thereunder; or if any provisions of this Agreement would result in the Retirement Plan no longer being a tax-qualified plan under Section 401(a) of the Code, or would require the WNBA to incur costs over and above any costs required to be incurred to implement the provisions of this Agreement in order for the Retirement Plan to maintain its tax-qualified status under Section 401(a) of the Code, then any obligation to maintain or make contributions to the Retirement Plan pursuant to this Agreement shall terminate.

Article VIII

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, 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 WNBA 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 WNBA, 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 WNBA.

(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 WNBA, 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 Section 3(c) below. If such Referee is not assigned or available to officiate any Games for a period of thirty (30) or more days, then the WNBA may assign such

Referee to officiate up to three (3) games in an Instructional Camp and/or Summer League, including, but not limited to, a Pro-Am league (collectively, “Other Leagues”) prior to assigning the Referee to officiate any further WNBA Games, and with respect to any such games officiated in Other Leagues, (i) the Referee shall be paid a Game Fee for each game officiated at his or her current rate under Article IV, Section 1 above, and (ii) solely for purposes of Article VII, Section 3(c)(iii) above, the games shall be included in determining whether a Referee has earned at least one (1) Year of Service.

(d) The WNBA 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, and who is not otherwise under contract to officiate G League games during the Off-Season immediately following the Season in which he or she did not officiate in the WNBA as set forth above (the “Post-Injury Offseason”), to officiate up to three (3) G League games during the Post-Injury Offseason, provided that a Referee may decline such an assignment if a physician designated or approved by the WNBA determines that such Referee is not medically able to officiate such games. With respect to any G League game officiated pursuant to this Section, the Referee shall be paid a Game Fee for each game officiated at his or her current rate under Article IV, Section 1 above. Any disputes concerning the determination made by such physician shall be resolved in accordance with the dispute resolution procedure in Section 3(c) below, except that the WNBA 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 officiate G League games. Without limiting the foregoing, the WNBA agrees to use reasonable efforts to observe Referees who officiate in the NCAA during their Post-Injury

Offseason, and such Referees will not be required to officiate G League games if the WNBA has observed such Referees.

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 Referee Orientation), the WNBA 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 WNBA. The costs of such examination(s) shall be borne by the WNBA. The WNBA shall inform the NBRA General Counsel of any such examination contemporaneously upon informing the Referee.

(b) With respect to an examination of a Referee that is conducted pursuant to Section 3(a) above, if, based on the totality of circumstances, the WNBA'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 compensation continuation for injuries pursuant to Article VII, Section 1), until such time as the WNBA'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 WNBA 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 WNBA's physician certifies in writing that the Referee is fit to perform such duties. The costs of such fitness, rehabilitation, and/or conditioning programs, if any, shall be borne by the WNBA (to the extent not covered by insurance).

(c) In the event of any dispute concerning the determination made by the physician designated by the WNBA in accordance with this Section 3, the Referee involved shall, upon the request of the NBRA, be examined by a physician mutually selected by the WNBA and the NBRA. The WNBA 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 WNBA, and the Referee involved, who, if determined to be fit to perform the duties of a Referee, shall be entitled to be made whole by being paid Game Fees at the Referee's applicable rate for all previously assigned Games from which the Referee was removed during any period of suspension pursuant to this Section 3(b)(i) above. The costs of any such examination shall be borne equally by the WNBA and the NBRA.

(d) With respect to an examination of a Referee that is conducted pursuant to Section 3(a) above, if, based on the totality of circumstances, the WNBA'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 below 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 WNBA 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. The costs of such fitness, rehabilitation, and/or conditioning programs, if any, shall be borne by the WNBA (to the extent not covered by insurance).

Section 4. Weight Checks.

At the beginning of each Season covered by this Agreement, a duly licensed physician selected by the WNBA may 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 WNBA during the 2020 Season, the height utilized for purposes of such weight designation will be as set forth on the annexed Exhibit C. For a Referee who was not employed by the WNBA during the 2020 Season, the height utilized for purposes of such weight designation will be the Referee's measured height taken during Referee Orientation for his or her first Season as a Referee or first Season as a Referee since the completion of the 2020 Season, as applicable. Each Referee shall maintain the Referee's designated weight at all times during each such Season. The WNBA, 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 WNBA. 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 WNBA. Weight checks hereunder may be conducted by a WNBA 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 a WNBA 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 WNBA, 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 WNBA, its affiliates, and teams (and all owners, directors, officers and employees of the WNBA, 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 IX

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 WNBA will provide Referees with a mid-season performance evaluation. The WNBA will make reasonable efforts to provide Referees with their midseason evaluations by no later than two (2) weeks after the conclusion of the All-Star Break.

(b) Each Veteran Referee who worked in excess of nine (9) 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 WNBA teams (which shall count for 40% of the composite rating), and the WNBA (which shall count for 60% of the composite rating). All ratings will be submitted to the WNBA Supervisor of Officials. The WNBA will tabulate the ratings and generate a report (the “Report”) that will include composite ratings, which 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 WNBA will furnish an alphabetical listing of the Referees who fall within each rating category to the General Counsel of the NBRA.

(c) Following the conclusion of each Season, all Referees will be ranked 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 WNBA will furnish an alphabetical list of those Referees who rank in Group III to the General Counsel of the NBRA.

(d) The WNBA will make all reasonable efforts to provide Referees with less than five (5) Years of Service, Referees who are on notice, and/or Referees who are in Group III with their written end of Season evaluations by no later than December 15th. The WNBA will make reasonable efforts to provide all other Referees with their written end of Season evaluations by no later than January 15th.

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

Section 3. Additional Performance Information.

(a) Without limiting Section 2 above, the WNBA will provide the following information to the NBRA and to the individual Referee (as applicable):

(i) For Group III Referees, Referee Operations' managers emails to Referees containing feedback on play calling or other aspects of job performance on a monthly basis;

(ii) For Group III Referees, emails to the Referee Operations department's files from Referee Operations managers recounting conversations with Referees concerning play calling or other aspects of job performance on a monthly basis;

(iii) For non-Group III Referees who have been discharged or placed on formal notice, the information described in Sections 3(a)(i) through (ii) above for the Season in which they are discharged or placed on formal notice and for the two immediately preceding Seasons.

(iv) Each Referee's overall composite rating from the Report;

(v) For each Referee, the ratings in each performance standard category by the WNBA from the Report; and

(vi) For each Referee, the ratings in each performance standard category by each WNBA Team from the Report. The WNBA will not reveal the identities of the WNBA Team (or any of the team's personnel) that gives each rating. Instead, the team names (and any team personnel) associated with the ratings will be replaced by a number representing the team.

(b) The information set forth in Sections 3(a)(ii) through (vi) shall be designated, collectively, as "Confidential Information."

(c) Officers of and Counsel for the NBRA are permitted to review Confidential Information, and individual Referees can review Confidential Information that pertains to them (i.e., a Group III Referee can review emails as described in Sections 3(a)(ii) that are about that Group III Referee; a Referee can review his or her own ratings as described in Sections 3(a)(iv) through (vi); when discharged or placed on formal notice, a non-Group III Referee can review emails as described in Section 3(a)(iii) that are about that non-Group III Referee). Persons who are permitted to review Confidential Information shall be known as "Qualified Persons."

(d) Confidential Information shall be disclosed only as described above in Section 3(c), and only to Qualified Persons. Each Qualified Person will maintain Confidential Information in confidence and will not reveal any Confidential Information to any person who is not a Qualified Person without the prior written consent of the WNBA. Confidential Information shall not be disclosed, given, shown, discussed or otherwise divulged or communicated to any person or entity except as provided herein. Without limiting any other obligations hereunder, the

Qualified Persons shall keep all such documents and copies secure and control access to them while they are in their possession or control and shall prevent such documents and copies from falling into any other person's possession, which preventive measures shall include using the same degree of care as they use to protect the NBRA's own Confidential Information, but in no event less than a reasonable standard of care.

(e) The terms of this Section 3 shall have no effect upon and shall not extend to the WNBA's use or disclosure of its own Confidential Information.

(f) The NBRA shall be responsible for enforcing the confidentiality of the Confidential Information and to take at its expense such action, legal or otherwise, to the extent necessary to prevent disclosure by any Referee or any of the NBRA's employees or other representatives of Confidential Information. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Section 3 by the NBRA and that the WNBA shall be entitled to specific performance and injunctive relief as remedies for such a breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 3 by the NBRA but shall be in addition to all other remedies available at law or equity to the WNBA. Further, the NBRA, in both its individual and representative capacities, agrees to indemnify and defend the WNBA and its employees, officers, directors and representatives against any and all actions, damages, settlement and the like, arising out of the NBRA's breach of this Section 3.

(g) For the Term of this Agreement, the NBRA will not seek additional information regarding Referee performance evaluations, including, but not limited to, information regarding the Report, emails from Referee Operations managers, and written evaluations.

Section 4. Termination of Probationary Referees.

(a) If, following the conclusion of any Season covered by this Agreement, the WNBA determines that a Probationary Referee is not meeting performance standards, such Referee may, in the WNBA's absolute and sole discretion, be terminated from employment with the WNBA; 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 of the WNBA or her designee. The determination made by the Commissioner of the WNBA or her 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 for such Referee's performance as assessed following the conclusion of any Season) 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 3) have the right to an informal review of the termination by the Commissioner of the WNBA or her designee. The determination by the Commissioner or her 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 5. 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 Section

2 above, such Referee may, in the WNBA's absolute and sole discretion, be terminated from employment by the WNBA; 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 Section 2 above, twice during any three successive WNBA seasons in which he or she is assigned to officiate WNBA games (which may include WNBA seasons preceding the term of this Agreement), such Referee may, in the WNBA's absolute and sole discretion, be terminated from employment by the WNBA; 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 addition, the employment of a Veteran Referee may be terminated at any time for good cause (other than for such Referee's performance as assessed following the conclusion of any Season) or, following the conclusion of any Season, without cause; provided, however, that if the WNBA, following the conclusion of any Season, decides to terminate a Referee based on such Referee's performance for the preceding WNBA season(s) (which may include seasons immediately preceding the term of this Agreement), it shall notify the Referee in writing no later than the date on which the WNBA communicates, pursuant to Article III, Section 7, the dates of the Referee Orientation for the first Season in which the Referee will no longer be employed by the WNBA; 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.

(d) In the event a Veteran Referee is terminated from employment pursuant to Sections 5(a), (b) and (c) above, the Referee shall (except as provided for by Article X, Section 3) have the right to an informal review of the termination by the Commissioner of the WNBA or her

designee. The determination by the Commissioner or her 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 6. NBRA Representation.

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

Article X

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 WNBA, or own or operate a business (including, without limitation, any corporation, partnership, or sole proprietorship), without first providing written disclosure of such activity to the WNBA, provided that the WNBA may prohibit such activity if it creates a conflict with a legitimate business interest of the WNBA (such as, as reasonably determined, an actual or perceived conflict of interest, activity that raises integrity concerns, or activity of a disreputable nature). Subject to the foregoing, the NBRA acknowledges the WNBA's need to protect its business reputation when making a determination about a Referee's outside employment, and the WNBA acknowledges that this Section is not intended to unduly restrict a Referee's ability to secure and maintain outside employment.

Section 2. Gambling.

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

Section 3. WNBA Operations Manual.

(a) Article III.F of the WNBA Operations Manual (a copy of which, as in effect on the date of this Agreement, is annexed hereto as Exhibit D, but which may be amended from time to time by the WNBA) is an integral part of this Agreement, and all Referees shall be bound by and subject to the provisions of such Article.

(b) Any dismissal, disqualification, suspension or fine imposed upon a Referee by the Commissioner of the WNBA or her designee pursuant to Article III.F of the WNBA

Operations Manual, 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 of the WNBA or her 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 of the WNBA, her designee, and/or the WNBA, and waive every claim against the Commissioner of the WNBA, her designee, and/or the WNBA for damages and for all claims and demands whatsoever arising out of or in connection with any such action by the Commissioner of the WNBA or her 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 WNBA respecting conduct of its Referees, at all times, whether on or off the playing floor. The WNBA 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 WNBA 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 WNBA will meet

and confer with the NBRA over any change, suspension, or supplement to a Work Rule, and the WNBA will consider any good-faith reasonable suggestions made by the NBRA.

(ii) For the 2021 Season, the Work Rules will be delivered to (A) the General Counsel of the NBRA within five (5) business days after the execution of this Agreement, and (B) the Referees no later than three (3) business days after such delivery to the NBRA's General Counsel or the start of Referee Orientation, whichever is later. For each Season thereafter during the term of this Agreement, no later than fifteen (15) days prior to the start of Referee Orientation, 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 Referee Orientation.

(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 WNBA 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 IX, Sections 4 or 5 (as applicable).

(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 of the WNBA or her designee. Except as provided specifically in Sections 4(c) and (d) below, the determination of the Commissioner of the WNBA or her 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 \$1,500, or suspended without pay in excess of three (3) Games, such Referee shall have the right to a formal hearing before the Commissioner of the WNBA or her designee (but only if such Referee has not previously had an informal review of such fine and/or suspension as provided for by 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 of the WNBA or her designee shall determine whether there was good cause for the fine and/or suspension imposed. If the Commissioner of the WNBA or her 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 Game assignment compensation forfeited by the Referee as a result of the fine and/or suspension.

(d) In the event that the Commissioner of the WNBA or her 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 of the WNBA or her 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 of the WNBA or her designee and upon such written argument as the WNBA and the NBRA may submit. All costs of arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the WNBA 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 of the WNBA or her 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 Game assignment compensation forfeited by the Referee 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 WNBA to reinstate the suspended Referee, provided the WNBA makes the remittance and/or reimbursement as required by the foregoing sentence.

Section 5. WNBA/NBRA Anti-Drug Program.

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

Article XI

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 WNBA or with the conduct or presentation of any Pre-Season, Regular Season or Playoff Game, any All-Star Game or Event, or any other WNBA event, (ii) call for, sanction, or participate in any concerted violation of any rule(s) prescribed by the WNBA regarding the conduct of Referees at or during any Game, All-Star Game or Event, or any other WNBA 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 WNBA's business and operations, the provisions of this Article XI shall be of full force and effect irrespective of whether any dispute that may arise between the NBRA and/or a Referee and the WNBA 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 XI, and in addition to any other remedies that may be available to it, the WNBA 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 WNBA 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 WNBA and the NBRA, but each party shall bear the cost of its own counsel and the like.

(b) Nothing contained in Section 2(a) above shall deprive the NBRA of the right (if any) to assert, in a proceeding commenced pursuant to that Section, that the WNBA 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 WNBA.

Article XII

Miscellaneous

Section 1. Apparel.

(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 WNBA and only in the manner prescribed by the WNBA.

(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, and in consideration for all compensation and benefits provided to Referees pursuant to this Agreement, the WNBA 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 WNBA, any WNBA team, NBA Properties, Inc., or any affiliate thereof (a "WNBA Entity") for the use by the WNBA Entity (or by any licensee of such WNBA Entity) of a Referee's name, picture or likeness for any such purposes.

(c) Notwithstanding Section 1(b) above, a Referee may, in connection with his or her services provided for any person or entity other than the WNBA, NBA, G League, or NBA 2K League, wear, display or endorse (or agree to wear, display or endorse) any product (including but not limited to footwear), provided that such endorsement does not (i) create a conflict with a

legitimate business interest of the WNBA (such as, as reasonably determined by the WNBA, an actual or perceived conflict of interest, activity that raises integrity concerns, or activity of a disreputable nature), or (ii) directly or indirectly suggest any connection between the endorsement and the WNBA, NBA, G League, or NBA 2K League.

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) regarding the WNBA, NBA, G League, or NBA 2K League without the approval of the head of the WNBA 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 WNBA Finals Game shall receive a WNBA Finals Watch. The design of such watch shall be in the absolute and sole discretion of the WNBA.

Section 4. Tickets.

(a) The WNBA will provide to the NBRA and its authorized representatives up to four (4) tickets to any Game at box office prices, provided that the WNBA 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 X, lose the entitlement to complimentary Game tickets under this Agreement.

Article XIII

Management Rights

Section 1. Management Rights.

(a) Subject only to the limitations as may be explicitly set forth in this Agreement, the WNBA 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 WNBA Replay Center (in the event that the WNBA decides to institute use of a Replay Center pursuant to Article III, Section 10), shall be determined solely by the WNBA.

(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 WNBA in the past.

Article XIV

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 XIV. 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 XIV, but rather shall be exclusively resolved in accordance with the provisions of Articles IX and X of this Agreement (provided, however, that disputes arising under Article II, Section 4 and Exhibit E, Section 2(e) of this Agreement shall be subject to this Article XIV), and (b) disputes arising under Article XI shall be exclusively resolved in accordance with the provisions of Article XI 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 WNBA’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 WNBA’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 WNBA. A grievance by the WNBA 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 WNBA, whichever is later.

(c) Request for Meeting. Either the NBRA or the WNBA 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 WNBA 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 XIV 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 WNBA 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 of the WNBA (or her 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 WNBA, 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 XV

Notices to the NBRA

Section 1. Notice of Rules.

The WNBA 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 X, Section 4(a).

Section 2. Notice of Discipline.

The WNBA 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 XVI

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 WNBA 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 WNBA (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 WNBA 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.

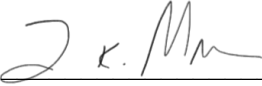
Article XVII
Term of Agreement

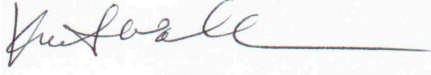
This Agreement shall be effective from April 1, 2021, and shall continue in full force and effect until March 31, 2024.

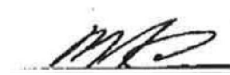
WNBA DEVELOPMENT, INC.


By: 
Jamin Dershowitz
General Counsel

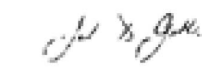
NATIONAL BASKETBALL
REFEREES ASSOCIATION


By: 
Lucas Middlebrook
Bargaining Representative

By: 
Kurt Walker
Member, Executive Board

By: 
Marc Davis
Member, Executive Board

By: 
Brian Forte
Member, Executive Board

By: 
John Goble
Member, Executive Board

By: 
Rodney Mott
Member, Executive Board


By: 
Zach Zarba
Member, Executive Board

EXHIBIT A

YEARS OF SERVICE SCHEDULE

Years of Service as of October 31, 2020

Referee	Years of Service
Burns, Blanca	0
Conley, John	0
Hussey, Robert	0
Reneau, Jenna	0
Schwab, Brandon	0
Scott, Danielle	0
Gloss, Ashley	2
Kallio, Matt	2
Mosher, Dannica	2
Fahy, Kevin	3
Patillo, Toni	3
Richardson, Randy	4
Barnett, Isaac	5
Tobin, Karleena	5
Cissoko-Stephens, Fatou	7
Bird, Tiffany	8
Cruse, Tiara	8
Flores, Cheryl	9
Suffren, Angelica	9
Graham, Janetta	10
Wooten, Jeff	10
Greene, Tim	11
Smith, Billy	11
Bonner, Amy	13
Forsberg, Maj	13
Sparrock, Kevin	13
Jarrett, Byron	14
Brewton, Eric	20
Smith, Jeffrey	20
Walker, Kurt	22
Price, Michael	22
Gulbeyan, Roy	23

EXHIBIT B
ELECTION TO ARBITRATE

By signing below, you confirm that you have elected to have all discrimination claims arising out of the same transaction or facts underlying the attached grievance referred to arbitration in accordance with Article II, Section 4 and Article XIV, Section 2(d) of the Collective Bargaining Agreement between WNBA Development, Inc. (“WNBA”) and the National Basketball Referees Association (“NBRA”) made and entered into as of April 1, 2021 (the “CBA”). Your election means that your claims will be decided by final and binding arbitration under Article XIV of the CBA, and you have given up the ability to file suit or seek any relief about any issue related to your claims in any court or other forum (except as set forth below). The award rendered by the arbitrator may be entered as a judgment by a court of competent jurisdiction.

All procedures and remedies that would be available in a court of law will be available in arbitration. Your election to arbitrate is completely voluntary, and nothing herein will preclude you from pursuing a claim with the Equal Employment Opportunity Commission or other administrative agency. You should consult with an NBRA representative and/or a private attorney before signing this Election To Arbitrate.

I have read and understand the foregoing and confirm my election to resolve all discrimination claims arising out of my employment through the arbitration procedure provided by the CBA. I understand that by signing below I agree that the arbitration shall be the final and binding remedy for my claims.

Signature

Date

Print Name

EXHIBIT C

Referee Heights

Referee	Height (Inches)
Barnett, Isaac	72.00
Bird, Tiffany	72.00
Bonner, Amy	67.00
Brewton, Eric	68.00
Burns, Blanca	67.00
Cissoko-Stephens, Fatou	65.50
Conley, John	74.00
Cruse, Tiara	68.00
Fahy, Kevin	73.50
Flores, Cheryl	67.00
Forsberg, Maj	64.00
Gloss, Ashley	69.00
Graham, Janetta	69.00
Greene, Tim	69.00
Gulbeyan, Roy	69.00
Hussey, Robert	75.00
Jarrett, Byron	68.50
Kallio, Matt	76.00
Mosher, Dannica	67.50
Patillo, Toni	69.00
Price, Michael	72.00
Reneau, Jenna	68.00
Richardson, Randy	72.00
Schwab, Brandon	71.00
Scott, Danielle	66.00
Smith, Billy	72.00
Smith, Jeffrey	70.50
Sparrock, Kevin	73.00
Suffren, Angelica	69.50
Tobin, Karleena	68.00
Walker, Kurt	71.00
Wooten, Jeffrey	72.00

EXHIBIT D

WNBA Operations Manual, Section III.F

F. MISCONDUCT

The provisions of this Paragraph F shall apply to team owners, officers, managers, coaches, and other employees, agents or representatives of a team or owner; and to all referees and other employees of the WNBA; except that the term "employees" as used in this Paragraph shall mean employees other than players. The word "persons" as used herein shall include all such teams, owners, officers, managers, coaches, referees, employees, agents or representatives of teams, owners or the WNBA, other than players.

Each team must provide and require in every contract with any of its owners, officers, managers, coaches or other employees that they shall be bound and governed by League rules. Each team, at the direction of the Board or the Commissioner, as the case may be, shall take such action as the Board or Commissioner may direct in order to effectuate the purposes of this Paragraph.

The Commissioner shall direct the dismissal and perpetual disqualification from any further association with the WNBA, of any person found by the Commissioner after a hearing to have been guilty of offering, agreeing, conspiring, aiding, or attempting to cause any game of basketball to result otherwise than on its merits.

Any person who gives, makes, issues, authorizes or endorses any statement having, or designed to have, an effect prejudicial or detrimental to the best interests of basketball or of the WNBA, a team or any League entity, shall be liable to a fine not exceeding \$1,000,000 to be imposed by the Commissioner.

The Commissioner shall have the power to suspend for a definite or indefinite period, or to impose a fine not exceeding \$1,000,000 or inflict both such suspension and fine upon any person who, in her opinion, shall have been guilty of conduct prejudicial or detrimental to the WNBA or to any League entity.

Any person who, directly or indirectly, wagers money or anything of value on the outcome of any game played by a team in the WNBA shall, on being charged with such wagering, be given an opportunity to answer such charges after due notice, and the decision of the Commissioner shall be final, binding and conclusive and unappealable. The penalty for such offense shall be within the absolute and sole discretion of the Commissioner and may include a fine, suspension, expulsion and/or perpetual disqualification from further association with the WNBA, any of

its teams or any League entity.

Any person who has been convicted of or has pled guilty to a crime involving the use, possession, or distribution of heroin or cocaine, shall, without exception, immediately be expelled and disqualified from further association with the WNBA, any of its teams or any League entity. Notwithstanding the foregoing, after a period of at least two years from the time of such person's expulsion and disqualification, such person may apply for reinstatement. However, such person shall have no right to reinstatement under any circumstance and the reinstatement shall be granted only with the prior approval of the Board of Governors.

Each team is responsible for paying any fines imposed on any person pursuant to the aforementioned rules, and the Commissioner may withhold those amounts from distributions otherwise payable to the team.

EXHIBIT E

WNBA/NBRA ANTI-DRUG AGREEMENT

Section 1. Definitions.

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

- (a) “Agreement” shall mean this WNBA/NBRA Anti-Drug Agreement.
- (b) “Authorization for Testing” shall mean a notice issued pursuant to the provisions of Section 5 of this Agreement.
- (c) “CBA” shall mean the Collective Bargaining Agreement between WNBA Development, Inc. and the National Basketball Referees Association, dated April 1, 2021.
- (d) “Come Forward Voluntarily” shall mean that a referee has directly communicated to the WNBA, the NBRA, or the Medical Director his or her desire to enter the Program and seek treatment for a problem involving the use of a Prohibited Substance.
- (e) “Counselors” or “Anti-Drug Counselors” shall mean persons selected by the Medical Director to provide counseling and other treatment to referees in the Program.
- (f) “Drugs of Abuse” shall mean any of the substances listed as drugs of abuse in Paragraph A of Exhibit 2 to this Agreement.
- (g) “Drugs of Abuse Program” shall mean an appropriate education, treatment, and counseling program for Drugs of Abuse established by the Medical Director, which program may contain such elements—including, but not limited to, urine testing for Prohibited Substances—as may be determined by the Medical Director in his or her professional judgment.
- (h) “In-Patient Facility” shall mean such treatment center or other facility as may be selected by the Medical Director.
- (i) “Independent Expert” or “Expert” shall mean the person selected by the WNBA and the NBRA in accordance with Section 2(b), below.
- (j) “Marijuana Program” shall mean an appropriate education, treatment, and counseling program for marijuana established by the Medical Director, which program may contain such elements—including, but not limited to, urine testing for Prohibited Substances—as may be determined by the Medical Director in his or her professional judgment.
- (k) “Medical Director” shall mean the person selected by the WNBA in accordance with Section 2(a) below.

(l) "Prohibited Substance" shall mean any of the substances listed on Exhibit 2 to this Agreement.

(m) "Program" shall mean this Anti-Drug Program, and shall include the Drugs of Abuse Program and the Marijuana Program.

(n) "Substance Abuse Professional" (SAP) shall mean the person selected by the WNBA who satisfies the qualification criteria of 49 CFR Part 40, Subpart O, §40.281 and is responsible for determinations relevant to Sections 7 and 8 below. The WNBA may select the same individual to be the Medical Director and the SAP.

Section 2. Administration.

(a) The WNBA shall select a Medical Director who shall be a person experienced in the field of testing and treatment for substance abuse and who satisfies the Medical Review Officer qualification criteria of 49 CFR Part 40, Subpart G. The Medical Director shall have the responsibility, among other duties, for selecting and supervising the Counselors and other personnel necessary for the effective implementation of the Program, for evaluating and treating referees subject to the Program, and for otherwise managing and overseeing the Program, subject to the control of the WNBA.

(b) The WNBA and the NBRA shall jointly select an Independent Expert who shall have the responsibility for issuing Authorizations for Testing in accordance with Section 5 below.

(c) The Independent Expert shall serve for the duration of this Agreement, unless either the WNBA or the NBRA has, by September 1 of any year covered by this Agreement, served written notice of discharge upon the other party and the Independent Expert. Such notice of discharge shall be effective as of the immediately following September 30; provided, however, that if the parties do not reach agreement by such September 30 as to who shall serve thereafter as the Independent Expert, each party shall, by the immediately following October 10, appoint a person who shall have no relationship to or affiliation with that party. Such persons shall then have until the immediately following November 1 to agree on the appointment of a new Independent Expert. Until a new Independent Expert has been appointed, the previous Independent Expert shall continue to serve.

(d) Unless specifically stated otherwise in this Agreement, all costs of the Program in excess of those covered by a Referee's health insurance provider shall be paid by the WNBA (provided that the WNBA will not pay any costs for treatment at an In-Patient Facility).

(e) Any and all disputes arising under this Agreement shall be resolved under the grievance procedures set forth in Article XIV, Section 2 of the CBA; provided, however, that in any challenge to a decision, recommendation, or other conduct of the Medical Director or Independent Expert, or in any challenge to an action or process over which the Medical Director has supervision, the arbitrator shall apply an "arbitrary and capricious" standard of review.

Section 3. Confidentiality.

(a) Other than as reasonably required in connection with the suspension or disqualification of a referee, the WNBA, and the NBRA, and all of their members, affiliates, agents, consultants, and employees, are prohibited from publicly disclosing information about the diagnosis, treatment, prognosis, test results, compliance, or the fact of participation of a referee in the Program ("Program Information"). If a referee is suspended or disqualified, the WNBA shall not publicly disclose the Prohibited Substance involved, absent the agreement of the NBRA or the prior disclosure of such information by the referee (or by a person authorized by the referee to disclose such information).

(b) The Medical Director and the Counselors, and all of their affiliates, agents, consultants, and employees, are prohibited from publicly disclosing Program Information; provided, however, that the Medical Director shall not be prohibited from disclosing such information to the WNBA and the NBRA.

(c) The Independent Expert is prohibited from publicly disclosing any information supplied to him by the WNBA or the NBRA pursuant to Section 5 below.

(d) Any Program Information that is publicly disclosed (i) under subsection (a) above, (ii) by the referee, (iii) with the referee's authorization, or (iv) through release by sources other than the WNBA, the NBRA, the Medical Director, the Counselors, or the Independent Expert, or any of their members, affiliates, agents, consultants, and employees, will, after such disclosure, no longer be subject to the confidentiality provisions of this Section.

(e) Other than as reasonably required by the Reasonable Cause Testing procedure set forth in Section 5 below, neither the WNBA nor the NBRA shall divulge to any other person or entity (including their respective members, affiliates, agents, consultants, employees, and the referee involved):

(i) that it has received information regarding the use, possession, or distribution of a Prohibited Substance by a referee;

(ii) that it is considering requesting, has requested, or has had, a conference with the Independent Expert concerning the suspected use, possession, or distribution of a Prohibited Substance by a referee;

(iii) any information disclosed to the Independent Expert; or

(iv) the results of any conference with the Independent Expert.

Section 4. Testing.

(a) Collection and testing of urine specimens conducted pursuant to this Agreement, whether by the WNBA or the Medical Director, shall be conducted in compliance with the analytical techniques described in 49 CFR Part 40, Subpart F, §§40.83, 40.85, 40.87, 40.89, 40.91, 40.93, 40.95, and 40.97(a). Such testing shall also comply with the collection procedures set forth

in 49 CFR Part 40, Subpart D, §§ 40.43 (d), 40.49 and 40.51, and Subpart E §§ 40.61(b)-(e) and (g), 40.63(a)-(c) and (e), 40.65(a), and 40.71 and such additional procedures as may be established by the WNBA after notice to the NBRA. All urine specimens will be collected by direct observation. The WNBA and the Medical Director (after consultation with the WNBA) are authorized to retain such consultants and support services as are necessary and appropriate to administer and conduct such testing.

(b) All tests conducted pursuant to this Agreement shall be analyzed by laboratories selected by the Medical Director, approved by the WNBA and certified by the Substance Abuse and Mental Health Services Administration.

(c) Any test conducted pursuant to this Agreement will be considered "positive" for a Prohibited Substance under the following circumstances:

(i) If the test is positive for a Prohibited Substance and it is confirmed by laboratory analysis under the standards set forth in 49 CFR Part 40, Subpart F, §§40.83, 40.85, 40.87, 40.89, 40.91, 40.93, 40.95, and 40.97(a), and has been reviewed and verified by the Medical Director pursuant to Section 4(e) below.

(ii) If the referee fails or refuses to submit to a scheduled test, or refuses to cooperate fully with the testing process, without a reasonable explanation satisfactory to the Medical Director.

(iii) If the referee attempts to substitute, dilute, mask, or adulterate a specimen sample or in any other manner alter a test result and such result has been reviewed and verified by the Medical Director pursuant to Section 4(f) below.

(d) The WNBA shall promptly notify the NBRA of any positive laboratory result from a test conducted by the WNBA, and shall thereafter notify the referee. The Medical Director shall promptly notify the WNBA and the NBRA of any positive laboratory result of a test conducted by the Medical Director, and (i) if a positive test would result in a penalty to be imposed on the referee, the WNBA shall thereafter notify the referee of such result and such penalty, or (ii) if a positive test would not result in a penalty to be imposed on the referee, the Medical Director shall thereafter notify the referee of such result.

(e) Any positive laboratory result pursuant to Section 4(c)(i) above shall be reviewed and verified by the Medical Director. If the Medical Director determines, in his professional judgment, that there is a legitimate alternative medical explanation for such positive result, then the test shall be deemed negative. This medical review will be performed in accordance with the standards set forth in 49 CFR Part 40, Subpart G, §§ 40.133, 40.135 (a)-(c), 40.137, 40.139, 40.140, 40.141 and 40.151.

(f) Any positive laboratory result pursuant to Sections 4(c)(iii) above shall be reviewed and verified by the Medical Director. If the Medical Director determines, in his professional judgment, that there is a legitimate alternative medical explanation for such positive result, then the test shall be deemed negative. This medical review will be performed in accordance with the

standards set forth in 49 CFR Part 40, Subpart G, §§ 40.133, 40.135 (a)-(c), 40.141, 40.145 and 40.151.

(g) Once the Medical Director has determined that a test result is positive pursuant to Section 4(c)(i) or 4(c)(iii) above, the Medical Director shall notify the WNBA of such positive test in writing. The WNBA shall notify the NBRA and shall thereafter notify the referee. Any referee who is notified of a positive test pursuant to this Section may, within five (5) business days of such notification, inform the WNBA and the NBRA that he requests testing of the split or "B" sample of his specimen. Any such test shall be subject to the provisions of this Section 4 and shall be performed within ten (10) business days of the referee's request. The test of the "B" sample will be performed at a SAMHSA-certified laboratory selected by the NBRA other than the laboratory that performed the test on the original or "A" sample.

(h) If a referee's test result is reported as "invalid" by the laboratory in accordance with the standards set forth in 49 CFR Part 40, Subpart F, §40.96 and that result is verified by the Medical Director in accordance with the standards set forth in 49 CFR Part 40, Subpart G, §40.159, that referee will be subject to an additional test to be collected within thirty (30) days of the date that the Medical Director verified the invalid test result.

Section 5. Reasonable Cause Testing or Hearing.

(a) In the event that either the WNBA or the NBRA has information that gives it reasonable cause to believe that a referee is engaged in the use, possession, or distribution of a Prohibited Substance, such party shall request a conference with the other party and the Independent Expert, which shall be held within twenty-four (24) hours or as soon thereafter as the Expert is available. Upon hearing the information presented, the Independent Expert shall immediately decide whether there is reasonable cause to believe that the referee in question has been engaged in the use, possession, or distribution of a Prohibited Substance. If the Independent Expert decides that such reasonable cause exists, the Independent Expert shall thereupon issue an Authorization for Testing with respect to such referee.

(b) In evaluating the information presented to him, the Independent Expert shall use his independent judgment based upon his experience in substance abuse detection and enforcement. The parties acknowledge that the type of information to be presented to the Independent Expert is likely to consist of reports of conversations with third parties of the type generally considered by law enforcement authorities to be reliable sources, and that such sources might not otherwise come forward if their identities were to become known. Accordingly, neither the WNBA nor the NBRA shall be required to divulge to each other or to the Independent Expert the names (or other identifying characteristics) of their sources of information regarding the use, possession, or distribution of a Prohibited Substance, and the absence of such identification of sources, standing alone, shall not constitute a basis for the Expert to refuse to issue an Authorization for Testing with respect to a referee. In conferences with the Independent Expert, the referee involved shall not be identified by name until such time as the Independent Expert has determined to issue an Authorization for Testing with respect to such referee in the form annexed hereto as Exhibit 1-A.

(c) If a referee is arrested for, or charged with, an offense involving the use, possession or distribution of a Prohibited Substance, the WNBA may issue an Authorization for Testing, in the

form annexed hereto as Exhibit 1-B, within fourteen (14) days of such arrest or charge without a hearing before the Independent Expert. If the offense involves a Drug of Abuse, the Authorization for Testing will only cover Drugs of Abuse. If the offense involves marijuana, the Authorization for Testing will only cover marijuana.

(d) Immediately upon the issuance of an Authorization for Testing under this Section 5 with respect to a particular referee, the WNBA shall arrange for such referee to undergo testing for Drugs of Abuse (if the Authorization for Testing was based on information regarding the use, possession, or distribution of a Drug of Abuse), or for marijuana (if the authorization for Testing was based on information regarding the use, possession or distribution of marijuana) no more than four (4) times during the six-week period commencing with the issuance of the Authorization for Testing. Such testing may be administered at any time, in the discretion of the WNBA, without prior notice to the referee.

(e) In the event that the referee tests positive for a Drug of Abuse pursuant to this Section 5, he shall immediately be dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a). If the referee tests positive for marijuana pursuant to this Section 5, he or she shall enter the Program and suffer the applicable consequences set forth in Section 8 below.

(f) In the event that either the WNBA or the NBRA determines that there is evidence to demonstrate that, within the previous year, a referee has engaged in the use, possession, or distribution of a Prohibited Substance, or has received treatment for use of a Prohibited Substance other than in accordance with the terms of this Agreement, it may, in lieu of requesting the testing procedure set forth in subsections (a)-(d) above, request a hearing in accordance with the grievance procedures set forth in Article XIV, Section 2 of the CBA . If the arbitrator concludes that, within the previous year, the referee has used, possessed, or distributed a Prohibited Substance, or has received treatment other than in accordance with the terms of this Agreement, the referee shall immediately be dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a) below, notwithstanding the fact that the referee has not undergone the testing procedure set forth in this Section 5; provided, however, that if the arbitrator concludes that the referee has used or possessed marijuana, he or she shall enter the Program and suffer the applicable consequences set forth in Section 8 below.

Section 6. Random Testing.

(a) In addition to the testing procedures set forth in Section 5, above, a referee may be required to undergo testing for Prohibited Substances by the WNBA no more than one (1) time each Season during Referee Orientation.

(b) In the event that a referee tests positive for a Drug of Abuse pursuant to this Section 6, he or she shall immediately be dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a). If the referee tests positive for marijuana pursuant to this Section 6, he or she shall enter the Program and suffer the applicable consequences set forth in Section 8 below.

Section 7. Drugs of Abuse Program.

(a) Voluntary Entry.

(i) A referee may enter the Drugs of Abuse Program voluntarily at any time by Coming Forward Voluntarily for a problem involving the use of a Drug of Abuse; provided, however, that a referee may not Come Forward Voluntarily: (A) until he or she has been invited to a WNBA Referee Orientation; (B) during any period in which an Authorization for Testing as to that referee remains in effect pursuant to Section 5 above; (C) during any period in which a urine sample has been collected pursuant to Section 6 above or Section 12 below and the referee has not yet been notified of the result; (D) during any period in which he or she remains subject to in-patient or aftercare treatment in Stage 1 of the Drugs of Abuse Program; or (E) after he or she has reached Stage 2 of the Drugs of Abuse Program.

(ii) If a referee who has not previously entered the Drugs of Abuse Program Comes Forward Voluntarily for a problem involving the use of a Drug of Abuse, he or she shall enter Stage 1 of the Drugs of Abuse Program.

(iii) If a referee who has not previously entered Stage 2 of the Drugs of Abuse Program, but who has been notified by the Substance Abuse Professional (SAP) that he or she has successfully completed Stage 1 of that Program, Comes Forward Voluntarily for a problem involving the use of a Drug of Abuse, he or she shall enter Stage 2 of the Drugs of Abuse Program.

(iv) No penalty of any kind will be imposed on a referee as a result of having Come Forward Voluntarily for a problem involving the use of a Drug of Abuse. The foregoing sentence shall not preclude the imposition of a penalty under Section 7(c)(iv) below as a result of the referee's entering Stage 2 of the Drugs of Abuse Program, or any penalty called for by this Agreement as a result of conduct by the referee that occurs after he or she has Come Forward Voluntarily.

(b) Stage 1.

(i) Any referee who has entered Stage 1 of the Drugs of Abuse Program shall be required to submit to an evaluation by the SAP, provide (or cause to be provided) to the SAP such relevant medical and treatment records as the SAP may request, and commence the treatment and testing program prescribed by the SAP.

(ii) If a referee, within ten (10) days of the date on which he or she was notified that he or she had entered Stage 1 of the Drugs of Abuse Program and without a reasonable excuse, fails to comply (in the professional judgment of the SAP) with any of the obligations set forth in Section 7(b)(i) above, he or she shall be suspended until such time as the SAP determines that he has fully complied with Section 7(b)(i). If such non-compliance continues without a reasonable excuse (in the professional judgment of the SAP) for thirty (30) days from the date on which the referee was notified that he had entered Stage 1 of the Drugs of Abuse Program, the referee shall (A) advance to Stage 2 of the Drugs of Abuse

Program, or (B) the WNBA may dismiss and disqualify that referee from any association with the WNBA in accordance with the provisions of Section 10(a) below.

(iii) Except as provided in this Agreement, no penalty of any kind will be imposed on a referee while he or she is in Stage 1 of the Drugs of Abuse Program and, provided he complies with the terms of his prescribed treatment, he or she will continue to receive his compensation for previously assigned Games during the term of his or her treatment for a period of up to three (3) months of care in an In-Patient Facility and such aftercare as may be required by the SAP.

(c) Stage 2.

(i) Any referee who has entered Stage 2 of the Drugs of Abuse Program shall be required to submit to an evaluation by the SAP, provide (or cause to be provided) to the SAP such relevant medical and treatment records as the SAP may request, and commence the treatment and testing program prescribed by the SAP.

(ii) If a referee, within thirty (30) days of the date on which he or she was notified that he or she had entered Stage 2 of the Drugs of Abuse Program and without a reasonable excuse, fails to comply (in the professional judgment of the SAP) with any of the obligations set forth in Section 7(c)(i) above he or she shall immediately be dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a) below.

(iii) A referee in Stage 2 of the Drugs of Abuse Program shall be suspended without pay during the period of his or her in-patient treatment and for at least the first six (6) months of his or her aftercare treatment. The referee shall remain suspended without pay during any subsequent period in which he or she is undergoing treatment that, in the professional judgment of the SAP, prevents him or her from rendering the officiating services called for by the CBA.

(iv) Any subsequent use, possession, or distribution of a Drug of Abuse by a referee in Stage 2, even if voluntarily disclosed, or any conduct by a referee in Stage 2 that results in his or her advancing one Stage in the Drugs of Abuse Program, shall result in the referee being immediately dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a) below.

(d) Treatment and Testing Program.

A referee who enters the Drugs of Abuse Program shall be required to comply with such in-patient and aftercare program as may be prescribed and supplemented from time to time by the SAP. Such program may include random testing for Prohibited Substances and for alcohol, and such non-testing elements as may be determined in the professional judgment of the SAP.

Section 8. Marijuana Program.

(a) Voluntary Entry.

(i) A referee may enter the Marijuana Program voluntarily at any time by Coming Forward Voluntarily; provided, however, that a referee may not Come Forward Voluntarily for a problem involving the use of marijuana: (A) until he or she has been invited to a WNBA Referee Orientation; (B) during any period in which an Authorization for Testing as to that referee remains in effect pursuant to Section 5 above; (C) during any period in which a urine sample has been collected pursuant to Section 6 above or Section 12 below and the referee has not yet been notified of the result; or (D) during any period in which he or she remains subject to in-patient or aftercare treatment in the Marijuana Program.

(ii) If a referee who has not previously entered the Marijuana Program, or who has been notified by the SAP that he or she has successfully completed that Program, Comes Forward Voluntarily for a problem involving the use of marijuana, he or she shall enter the Marijuana Program.

(iii) No penalty of any kind will be imposed on a referee as a result of having Come Forward Voluntarily for a problem involving the use of marijuana. The foregoing sentence shall not preclude the imposition of any penalty called for by this Agreement as a result of conduct by the referee that occurs after he has Come Forward Voluntarily.

(b) Treatment.

(i) A referee who enters the Marijuana Program shall be required to submit to an evaluation by the SAP, provide (or cause to be provided) to the SAP such relevant medical and treatment records as the SAP may request, and commence the treatment and testing program prescribed by the SAP. Such program may include random testing for Prohibited Substances and for alcohol, and such non-testing elements as may be determined in the professional judgment of the SAP.

(ii) If a referee, within five (5) days of the date on which he was notified that he had entered the Marijuana Program and without a reasonable excuse, fails to comply (in the professional judgment of the SAP) with any of the obligations set forth in the first sentence of Section 8(b)(i) above, he or she shall be fined \$1,000; if the referee thereafter fails to comply, without a reasonable excuse, with such obligations (in the professional judgment of the SAP) within eight (8) days of such notification, he or she shall be fined an additional \$1,000; and for each additional day beyond the 8th day that the referee, without a reasonable excuse, fails to comply with such obligations (in the professional judgment of the SAP), he or she shall be fined an additional \$1,000. The total amount of such fines may not exceed the referee's total compensation over the immediately preceding twelve (12) months.

(c) Penalties.

Any referee who (i) tests positive for marijuana pursuant to Section 5 or

Section 6, (ii) is adjudged by the arbitrator pursuant to Section 5(e) to have used or possessed marijuana, or (ii) has been convicted of (including a plea of guilty, no contest or nolo contendere to) the use or possession of marijuana in violation of the law, shall suffer the following penalties:

(A) For the first such violation, the referee shall be required to enter the Marijuana Program;

(B) For the second such violation, the referee shall be fined \$5,000 and, if the referee is not then subject to in-patient or aftercare treatment in the Marijuana Program, required to enter the Marijuana Program;

(C) For the third such violation, the referee shall be suspended without pay for five (5) games and, if the referee is not then subject to in-patient or aftercare treatment in the Marijuana Program, required to enter the Marijuana Program.

(D) For the fourth such violation, the referee shall be dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a) below.

Section 9. Non-Compliance with Treatment.

(a) Drugs of Abuse.

(i) Any referee who, after entering Stage 1 or Stage 2 of the Drugs of Abuse Program, fails to comply with his or her treatment or his or her aftercare program as prescribed and determined by the SAP, shall be suspended without pay. Such suspension without pay shall continue until the referee has, in the professional judgment of the SAP, resumed full compliance with his or her treatment program.

(ii) Notwithstanding Section 9(a)(i) above, any referee who in the professional judgment of the SAP, after entering Stage 1 or Stage 2 of the Drugs of Abuse Program, fails to comply with his or her treatment program through (A) a pattern of behavior that demonstrates a mindful disregard for his or her treatment responsibilities, or (B) a positive test for a Prohibited Substance that is not clinically expected by the Medical Director, shall suffer the following penalties:

(1) if the referee is in Stage 1 of the Drugs of Abuse Program, he or she shall advance to Stage 2 and be suspended without pay until, in the professional judgment of the Medical Director, he or she has resumed full compliance with his treatment program; or

(2) if the referee already is in Stage 2 of the Drugs of Abuse Program, he or she shall immediately be dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a) below.

(b) Marijuana.

(i) Any referee who, after entering the Marijuana Program, fails to comply (without a reasonable excuse) with his or her treatment program as prescribed and determined by the SAP, shall be fined \$500 for each day that he or she fails to comply. Such fines shall continue until the referee has, in the professional judgment of the Medical Director, resumed full compliance with his or her treatment program. The total amount of such fines shall not exceed the referee's total compensation over the immediately preceding twelve (12) months.

(ii) Notwithstanding Section 9(b)(i) above, any referee who, after entering the Marijuana Program, fails to comply with his treatment program through (A) a pattern of behavior that demonstrates a mindful disregard for his or her treatment responsibilities, or (B) a positive test for marijuana that is not clinically expected by the Medical Director, shall suffer the following penalties:

(1) if the referee has not previously been fined \$5,000 under Section 8(c) above or this Section 9(b)(ii), a fine of \$5,000;

(2) if the referee has previously been fined \$5,000 under Section 8(c) above or this Section 9(b)(ii), a suspension without pay of five (5) games; or

(3) if the referee has previously been suspended without pay for five (5) games under Section 8(c) above or this Section 9(b)(ii), the referee shall be dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a) below.

(iii) In addition to any consequence to the referee under Section 9(b)(ii) above, any referee who has entered the Marijuana Program but not the Drugs of Abuse Program, and tests positive for a Drug of Abuse in any test conducted by the Medical Director or the SAP, shall enter Stage 1 of the Drugs of Abuse Program.

(c) Directed Testing.

Any referee who, after entering the Program, and without a reasonable explanation satisfactory to the Medical Director, fails to appear for any of his or her scheduled games shall submit to a urine test, to be conducted by the WNBA, within twenty-four (24) hours of the game for which the referee failed to appear. The referee shall be required to telephone the Medical Director within the required 24-hour period, advise the Medical Director of his location, and comply with the Medical Director's instructions as to where and when he or she will be tested. If any test conducted pursuant to this Section 9(c) is positive: (x) for a Drug of Abuse (for a referee in the Drugs of Abuse Program), then the referee shall suffer the applicable consequences set forth in Section 9(a)(ii) above; or (y) for marijuana (for a referee in the Marijuana Program), then the referee shall suffer the applicable consequences set forth in Section 9(b)(ii) above. Nothing in this Section 9(c) shall affect any right that the WNBA may have by contract or by law to discipline a referee (up to

and including termination of employment) for that referee's failure to appear for any scheduled game.

Section 10. Dismissal and Disqualification.

(a) A referee who, under the terms of this Agreement, is "dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a)" shall, without exception, be terminated for just cause by the WNBA pursuant to Article IX, Sections 4 or 5 of the CBA, as applicable. Such dismissal and disqualification shall be mandatory and may not be rescinded or reduced by the WNBA.

(b) In addition to any other provision of this Agreement requiring that a referee be dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a) above, a referee will also be dismissed and disqualified under Section 10(a) if he or she is convicted of (including a plea of guilty, no contest, or nolo contendere to) a crime involving the use, possession or distribution of a Prohibited Substance other than marijuana or a crime involving the distribution of marijuana.

Section 11. Reinstatement.

(a) After a period of at least two (2) years from the time of a referee's dismissal and disqualification under Section 10(a) above, such referee may apply for reinstatement as a referee in the WNBA. However, such referee shall have no right to reinstatement under any circumstance and the reinstatement shall be granted only with the prior approval of both the WNBA and the NBRA. The approval of the WNBA and the NBRA shall rest in their absolute and sole discretion, and their decision shall be final, binding, and unappealable. Among the factors that may be considered by the WNBA and the NBRA in determining whether to grant reinstatement are (without limitation): the circumstances surrounding the referee's dismissal and disqualification; whether the referee has satisfactorily completed a treatment and rehabilitation program; the referee's conduct since his or her dismissal and disqualification; and whether the referee is judged to possess the requisite qualities of good character and morality.

(b) A referee will not be reinstated unless he or she can demonstrate, by proof of random urine testing acceptable to the Medical Director (conducted on at least a weekly basis), that he or she has not tested positive (i) for a Prohibited Substance within the twelve (12) months prior to the submission of his application for reinstatement and during any period while his application is being reviewed, and (ii) if the Medical Director deems it necessary in his or her professional judgment, for alcohol for the six (6) months prior to the submission of his application for reinstatement and during any period while his application is being reviewed.

(c) The granting of an application for reinstatement may be conditioned upon random testing of the referee or such other terms as may be agreed upon by the WNBA and the NBRA, whether or not such terms are contemplated by the terms of this Agreement.

Section 12. Additional Bases for Testing.

(a) Any referee who seeks treatment outside the Program for a problem involving a Prohibited Substance shall, as directed by the WNBA (after notice to the NBRA), submit himself or herself to an evaluation by the Medical Director and provide (or cause to be provided) to the Medical Director such medical and treatment records as the Medical Director may request. The Medical Director may, in his or her professional judgment, also require such a referee, without prior notice, to submit to testing for Prohibited Substances, provided that the frequency of such testing shall not exceed three (3) times per week and the duration of such testing shall not exceed one (1) year from the date of the referee's initial evaluation by the Medical Director.

(b) Any referee who is formally charged with "driving while intoxicated," "driving under the influence of alcohol," or any other crime or offense involving suspected alcohol or illegal substance (other than a Prohibited Substance) use may be required to submit to a urine test, conducted by the WNBA, within seven (7) days of being so charged.

(c) If, pursuant to Section 12(a) or 12(b) above, a referee: (i) tests positive for a Drug of Abuse; (ii) refuses or fails to submit to an evaluation or provide (or cause to be provided) the information requested by the Medical Director or SAP; or (iii) submits to treatment outside the Program for a substance abuse problem involving a Prohibited Substance, but does not Come Forward Voluntarily within 60 days of being requested to do so by the WNBA (with notice to the NBRA), the referee shall advance two stages in the Drugs of Abuse Program—i.e., the referee shall enter Stage 2 of the Drugs of Abuse Program (if the referee had not previously entered Stage 1 of such Program), or the referee shall be dismissed and disqualified from any association with the WNBA in accordance with the provisions of Section 10(a) above (if the referee had previously entered Stage 1 or Stage 2 of such Program).

(d) If, pursuant to Section 12(a) or 12(b) above, a referee tests positive for marijuana, he or she shall suffer the consequences set forth in Section 8(c)(B) above or, if the referee had previously been penalized under Section 8(c)(B), the consequences set forth in Section 8(c)(C) above.

(e) Nothing in this Section 12 shall limit or otherwise affect any of the provisions of Section 5 (Reasonable Cause Testing).

EXHIBIT 1-A
AUTHORIZATION FOR TESTING

To: _____
Referee

Please be advised that on _____, you were the subject of a meeting or conference call held pursuant to the Anti-Drug Program set forth in Article X, Section 5 of the Collective Bargaining Agreement between WNBA Development, Inc. and the National Basketball Referees Association, dated April 1, 2021 (the "Agreement"). Following the meeting or conference call, I authorized the WNBA to conduct the testing procedures set forth in the Agreement, and you are hereby directed to submit to those testing procedures, on demand, no more than four (4) times during the next six (6) weeks.

Please be advised that your failure to submit to these procedures may result in the imposition of penalties.

Independent Expert

Dated:

EXHIBIT 1-B
AUTHORIZATION FOR TESTING

To: _____
Referee

Please be advised that, pursuant to the Anti-Drug Program set forth in Article X, Section 5 of the Collective Bargaining Agreement between WNBA Development, Inc. and the National Basketball Referees Association, dated April 1, 2021 (the “Agreement”), if a referee is arrested for, or charged with, an offense involving the use, possession or distribution of a Prohibited Substance, the WNBA may issue an Authorization for Testing with respect to that referee. Based upon [your arrest][the charges filed against you], the WNBA is therefore authorized to conduct the testing procedures set forth in the Agreement, and you are hereby directed to submit to those testing procedures, on demand, no more than four (4) times during the next six (6) weeks.

Please be advised that your failure to submit to these procedures may result in the imposition of penalties.

WNBA Commissioner (or
her designee)

Dated:

EXHIBIT 2
PROHIBITED SUBSTANCES

A. Drugs of Abuse

Amphetamine and its analogs (including, but not limited to, methamphetamine and MDMA)

Cocaine

Opiates (Heroin, Codeine, Morphine)

Phencyclidine (PCP)

This list shall be deemed automatically amended to include any additional drugs adopted for testing pursuant to 49 CFR Part 40 for which SAMHSA protocols have been approved.

B. Marijuana and its By-Products