

AGREEMENT made this 7th day of December, 1995, by and between the National Basketball Association ("NBA") and the National Basketball Referees Association ("NBRA"):

Article I

Union Recognition, Union Security, Dues Check-Off; Coverage of Agreement

Section 1. The NBA recognizes the NBRA as the exclusive collective bargaining representative of all persons employed by the NBA as referees in the United States and Canada, and the NBRA warrants that it is duly empowered to enter into this Agreement for and on behalf of such employees.

Section 2. Except where prohibited by law, all persons employed by the NBA as referees in the United States and Canada as of the date of execution of this Agreement shall become members of the NBRA within forty-five (45) days after such date, or if already members, shall remain such, as a condition of continued employment. Except where prohibited by law, all persons hired by the NBA to work as referees in the United States and Canada after the date of execution of this Agreement shall, as a condition of continued employment, become members of the NBRA within forty-five (45) days after their date(s) of hire.

Section 3. During the period covered by this Agreement, and except where prohibited by law, the NBA agrees to check-off, from the salary of each referee who is a member of the NBRA and who has so authorized the NBA in writing, the regular dues, charges and initiation fees as assessed against such referee by the NBRA, and to remit such dues to the NBRA at the times and in the manner specified in the referee's written authorization.

Section 4. This Agreement shall govern the terms and conditions of employment of all persons employed by the NBA as referees in the United States and Canada. Except as otherwise specifically set forth, the terms and provisions of this Agreement shall apply only with respect to persons employed by the NBA to work as referees in the United States and Canada.

Article II

Assignment and Scheduling; Training/Instructional Camp

Section 1. (a) The NBA shall assign three (3) referees to officiate each NBA exhibition, regular season and Playoff game played in the United States or Canada during the term of this Agreement. Notwithstanding the foregoing, the NBRA acknowledges that unavoidably, due to missed assignments or sudden injury, less than three (3) referees may be present to officiate any particular game(s). In such an event, the referees present at such

Article VI

Pension and Other Benefits

Section 1. (a) The Restated National Basketball Association Referees' Pension Plan (a defined benefit plan attached as Exhibit D) (the "Pension Plan") shall remain in effect through the term of this Agreement. A referee will receive an annual normal retirement benefit equal to \$2,600 multiplied by the referee's total number of years of experience as defined in Section 3 of Article III.

(b) Beginning with the June 1, 1995 Plan Year, the amount of the "annual cost" to be incurred by the NBA in providing benefits under the Pension Plan and, if applicable, providing matching contributions to Referees under the National Basketball Association Staff Employees' Savings Plan (the "Savings Plan") for each Plan Year during the term of this Agreement, shall be increased for each such Plan Year by the amount described in Section 1(c) below; provided, however, that the level of benefits to be provided under the Pension Plan and the amount of contributions to be provided under the Savings Plan shall at all times be subject to the limitations on benefits and contributions provided under the Internal Revenue Code.

(c) (i) for Plan Year June 1, 1995 - May 31, 1996 - \$110,000 (10 percent of \$1,100,000) - as determined based on the provisions of the Pension and Savings Plans in effect as of June 1, 1995;

(ii) for Plan Year June 1, 1996 - May 31, 1997 -

\$121,000 (10 percent of \$1,210,000): (A) in the case of the Pension Plan, as determined based on the provisions of such Plan in effect as of May 31, 1996 and (B) in the case of the Savings Plan, as determined based on the dollar amount of any matching contributions made by the NBA to such Plan Year ending May 31, 1996;

(iii) for Plan Year June 1, 1997 - May 31, 1998 -

\$133,100 (10 percent of \$1,331,000): (A) in the case of the Pension Plan, as determined based on the provisions of such Plan in effect on May 31, 1997 and (B) in the case of the Savings Plan, as determined based on the dollar amount of any matching contributions made by the NBA to such Plan for the Plan Year ending May 31, 1997;

(iv) for Plan Year June 1, 1998 - May 31, 1999 -

\$146,410 (10% of \$1,464,100): (A) in the case of the Pension Plan, as determined based on the provisions of such Plan in effect on May 31, 1998 and (B) in the case of any Savings Plan, as determined based on the dollar amount of any matching contributions made by the NBA to such Plan for the Plan Year ending May 31, 1998; and

(v) for Plan Year June 1, 1999 - May 31, 2000 -

\$161,051 (10% of \$1,610,510): (A) in the case of the Pension Plan, as determined based on the provisions of such Plan in effect on May 31, 1999 and (B) in the case of the Savings Plan, as determined based on the dollar

amount of any matching contributions made by the NBA to such Plan for the Plan Year ending May 31, 1999;

(d) The increases to be provided pursuant to Section 1(c) shall be used to increase benefits under the Pension Plan and/or provide (or increase) matching contributions made by the NBA under the Savings Plan in a manner to be determined jointly by the NBA and the NBRA.

(e) The parties agree that the determinations described in Sections 1(b), (c) and (d) above, including any actuarial assumptions and projections related thereto, shall be made by the current actuaries for the Pension Plan and that any such determinations shall be binding and conclusive.

Section 2. During the period covered by this Agreement, the NBA shall pay the premiums for life insurance coverage for persons employed by the NBA as referees to provide maximum (non-cumulative) benefits (in accordance with the terms of the applicable policy) as follows:

Basic Coverage: \$ 400,000

Accidental Death: \$ 800,000

Common Carrier: \$1,200,000

Section 3. To the extent the NBA can continue to purchase such policy, and subject to the provisions of this Section 3, the disability insurance policy currently applicable with respect to persons employed by the NBA as referees

shall continue to provide benefits (in accordance with the terms of such policy) of 60% of salary (not including Playoff pool payments) for a period of ten (10) years, provided that each referee to be covered by such policy complies with and satisfies all preconditions and procedures (concerning, inter alia, evidence of insurability) to and for such coverage as may be required by the insurance carrier. In no event, however, shall the cost borne by the NBA with respect to such policy exceed the following amounts:

For the 1995-96 season: 110% of the cost borne by the NBA with respect to the 1994-95 season

For the 1996-97 season: 110% of the cost borne by the NBA with respect to the 1995-96 season

For the 1997-98 season: 110% of the cost borne by the NBA with respect to the 1996-97 season

For the 1998-99 season: 110% of the cost borne by the NBA with respect to the 1997-98 season

For the 1999-2000 season: 110% of the cost borne by the NBA with respect to the 1998-99 season

Section 4. During the term of this Agreement, the NBA shall continue to pay the premiums for group major medical and dental insurance coverage as currently provided persons employed by the NBA as referees, provided (i) that, for the 1995-96 season, such premiums do not exceed by more than 10% the premiums paid by the NBA with respect to the 1994-95 season, and (ii) that, with respect to each successive season covered by this Agreement, the premiums for such season do not exceed by more than 10% the premiums paid by the NBA with respect to the immediately preceding season. If the premiums for the medical and dental coverage currently provided exceed the limitations set by this Section 4, the NBA (after consultation with the NBRA) shall make changes in the benefits provided so that such premium limitations are not exceeded.

Section 5. (a) When a referee with at least ten (10) years of NBA experience as a referee (calculated in accordance with the provisions of Section 3 of Article III) voluntarily resigns or retires from employment with the NBA, the NBA will maintain such referee, until age 65, on the NBA group major medical insurance plan and such referee will reimburse the NBA for 50% of the annual premium for such plan. The NBA will also maintain, at the referee's option, until age 65, such referee in its group term life insurance plan for the life insurance coverage provided for in Section 2 above, and such referee will reimburse the NBA for 100% of the amount paid for such life insurance coverage.

(b) Notwithstanding the foregoing, when a referee with at least twenty (20) years of NBA experience as a referee (calculated in accordance with the provisions of Section 3 of Article III) voluntarily resigns or retires from employment with the NBA beyond the age of 54, the NBA will maintain such referee, until age 65, on the NBA group major medical plan (i) for the first five (5) years following his retirement (but in no event beyond age 65) at no cost to the referee, and (ii) for the next five (5) years (but in no event beyond age 65) and such referee will reimburse the NBA for 25% of the annual premium for such plan. The NBA will also maintain, such referee in its group term life insurance plan for the life insurance coverage provided in Section 2 above for the first two years following his retirement (but in no event beyond age 65) at no cost to the referee. Thereafter, the NBA will maintain such referee in its group term life insurance plan for \$50,000 of "basic" term coverage at no cost to the referee (but in no event beyond age 65).

Section 6. No service rendered by a referee for the American Basketball Association shall be credited as service for purposes of the National Basketball Association Referees' Pension Plan, for disability, medical, and life insurance, or for any other purpose, except as specifically provided for by this Agreement.

Section 7. (a) A referee with ten (10) or more years of NBA experience as a referee (calculated in accordance with the provisions of

Section 2 of Article IX) who voluntarily resigns or retires from employment with the NBA, or who is terminated pursuant to Article IX, Sections 5(b) or 6 (collectively, "Retirement"), shall receive the amount set forth below for each year of NBA experience (calculated in accordance with the provisions of Section 2 of Article IX):

<u>Retirement Date</u>	<u>Amount</u>
December 7, 1995 - August 31, 1996:	\$ 8,250
September 1, 1996 - August 31, 1997:	\$ 9,000
September 1, 1997 - August 31, 1998:	\$10,000
September 1, 1998 - August 31, 1999:	\$11,000
September 1, 1999 - August 31, 2000:	\$12,000

Such amounts shall be payable in fifty-two (52) equal bi-weekly installments, commencing within thirty (30) days of such referee's Retirement. Under no circumstances shall a referee be entitled to both payments hereunder and payments pursuant to Article VI, Section 7(b), or Article IX, Section 7. A referee entitled to a benefit hereunder shall have the option, exercisable by notice in writing to the NBA within thirty (30) days of the referee's Retirement, and provided that no payments pursuant to this Section have been made to such referee, to elect to have the NBA provide the referee with the life annuity that can be purchased with an amount equal to the amount that would otherwise be payable pursuant to this Section. The purchase of an annuity to be made by the NBA hereunder shall be made in consultation with

the referee and will be made at the time the last payment is due and is in lieu of any other benefit or payment under this Section.

(b) Notwithstanding anything to the contrary provided in this Agreement, any referee who (i) is currently age 55 or older, or will reach age 55 during the term of this Agreement, and (ii) voluntarily resigns or retires from employment with the NBA prior to July 15, 1999, shall receive, in lieu of payments provided for under Article VI, Section 7(a), for each of the two seasons subsequent to such resignation or retirement: the salary the referee would have received under the salary scale set forth in Article III, Section 1 had he or she not resigned or retired, less the starting referee salary for each such season. Such payments shall be made in accordance with the payment schedule set forth in Article III, Section 2.

In addition, such referee will also receive life and medical insurance benefits described in Article VI, Section 5(b) (for a referee with twenty (20) years or more of NBA experience).

To be eligible for the benefits described in this Section 7(b), a referee must notify the NBA in writing of his or her decision to resign or retire after the conclusion of a season, but not later than the July 15 preceding the first season for which he or she intends to resign or retire. Any referee who voluntarily resigns or retires pursuant to this Section 7(b) may not subsequently request reinstatement.

(c) The Commissioner may, in his absolute and sole discretion, provide for severance payments on an individual basis to referees

upon or following the termination of their employment with the NBA in addition to those set forth above. Nothing contained herein, expressed or implied, shall be construed as imposing any standards of reasonableness upon the Commissioner with respect to his determination whether or not to provide any severance payments and/or the amounts thereof.

(d) (i) No benefits or severance shall be paid by the NBA to a referee who has been terminated or has resigned unless and until such referee and the NBRA have executed a release in the form annexed as Exhibit E.

(ii) No Severance shall be paid by the NBA to a referee who has at any time received disability benefit payments under the disability insurance policy provided pursuant to Section 3 of Article VI, unless, subsequent to the date on which the referee receives the last disability benefit payment under such disability policy, such referee is credited with at least two "Years of Referee Service" as such term is defined under Section 1.34 of the Restated National Basketball Association Referees' Pension Plan.

Article VII

Travel and Relocation Expenses

Section 1. (a) During each of the seasons covered by this Agreement, referees assigned by the NBA to officiate exhibition and regular season games shall receive an air travel expense allowance in accordance with the following procedure:

Article IX

Evaluation and Termination

Section 1. Referees with three (3) years or less of NBA experience as referees shall be regarded as "probationary" referees, and referees with more than three (3) years of NBA experience as referees shall be regarded as "veteran" referees.

Section 2. For the purposes of calculating a referee's years of NBA experience (within the meaning of Section 1 above), each season of prior service as a referee in either the NBA or the ABA (provided that during such season in either the NBA or the ABA the referee worked ten (10) games or more) shall count as one (1) year of NBA experience; and each season of future service as a referee in the NBA shall count as one (1) year of NBA experience (provided that during such season the referee officiates at least one (1) NBA Regular Season game). Nothing herein shall be construed to modify the calculation of years of service accrued prior to the 1983-1984 season. Where the calculation of a referee's experience results in a fractional number of .5 or greater, such experience shall be rounded off to the next highest whole number.

Section 3. (a) Referees shall be evaluated on an annual basis, based on regular season performance, and a composite rating based upon the

evaluations made by NBA coaches (which shall count for 25% of the composite rating), general managers (15%), observer-scouts (10%), the NBA's Senior Vice President, Basketball Operations (30%), and the NBA's Chief of Officiating Staff (20%) shall be compiled for each referee. Following the conclusion of each season covered by this Agreement, all referees shall be ranked on the basis of the composite ratings compiled for such season, with those referees whose ratings place them in the top 25% ranked in Group I, those whose ratings place them in the next 45% ranked in Group II, and those whose ratings place them in the bottom 30% ranked in Group III. The ratings shall be tabulated by a nationally recognized accounting firm designated by the NBA (after consultation with the General Counsel of the NBRA), and within five (5) days after the ratings for a season have been compiled and tabulated, but in no event later than July 1, the NBRA shall be furnished with the overall composite rating for each referee and separate composite ratings based upon the evaluations made by NBA coaches (as a group), general managers (as a group), observer-scouts (as a group), the NBA's Vice Senior President, Basketball Operations, and the NBA's Chief of Officiating Staff. All ratings shall be submitted to the Commissioner.

(b) Upon request, any referee shall have the right to review and copy, at reasonable times, all observer-scout reports regarding such referee which are in his file at the League Office. The NBA shall advise all referees of the foregoing, in writing, during the Training Camp prior to the start of each season hereunder.

Section 4. (a) If, following the conclusion of any season covered by this Agreement, a probationary referee, based upon the composite ratings referred to in Section 3 above, ranks in Group III, such referee may, in the NBA's absolute and sole discretion, be terminated from employment with the NBA; and such termination shall be deemed to be for just cause under any applicable statute, regulation or rule of law. In such event, the referee shall have the right to an informal review of the termination by the Commissioner or his designee. The determination made by the Commissioner or his designee shall be final and binding and neither the NBRA nor such referee shall have any right to a review of such termination, or any right to advance any claim of any kind whatsoever in connection therewith, before any person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind).

(b) In addition, the employment of a probationary referee may be terminated at any time for good cause (other than such referee's ranking in Group III) or, following the conclusion of any season covered by this Agreement, without cause, and in either of such events the referee shall (except as provided for by Section 7 of this Article IX and/or by Section 3 of Article X) have the right to an informal review of the termination by the Commissioner or his designee. The determination by the Commissioner or his designee shall be final and binding, and neither the NBRA nor the referee involved shall have any right to a review of such determination, or any right to advance any claim of any kind whatsoever in connection therewith, before any

person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind).

(c) All referees working in excess of twenty-five (25) NBA regular season games in a season shall be "rated."

Section 5. (a) If, following the conclusion of any season, a veteran referee with less than ten (10) years of NBA experience (calculated in accordance with the provisions of Section 2 of this Article IX) ranks in Group III based upon the composite rating referred to in Section 3 above, such referee may, in the NBA's absolute and sole discretion, be terminated from employment by the NBA; and such termination shall be deemed to be for just cause under any applicable statute, regulation or rule of law.

(b) If a veteran referee with ten (10) years or more of NBA experience (calculated in accordance with the provisions of Section 2 of this Article IX) ranks, at the season's conclusion, in Group III based upon the composite rating referred to in Section 3 above, twice during any three successive seasons in which he or she is assigned to officiate NBA games, such referee may, in the NBA's absolute and sole discretion, be terminated from employment by the NBA; and such termination shall be deemed to be for just cause under any applicable statute, regulation or rule of law.

(c) In the event a veteran referee is terminated from employment pursuant to Sections 5(a) or 5(b) above, the referee shall have the right to an informal review of the termination by the Commissioner or his

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

(d) In addition, the employment of a veteran referee may be terminated at any time for good cause (other than such referee's ranking in Group III and in such event the referee shall (except as provided for by Section 7 of this Article IX and/or by Section 3 of Article X) have the right to a review (on the basis set forth below) of that determination by an arbitrator selected by the parties from an American Arbitration Association list of prominent professional arbitrators, with each party alternately striking names from such list until only one remains. Any arbitration proceeding shall be conducted in New York City and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. All costs of arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the NBA and the NBRA; but each party shall bear the cost of its own counsel and the like. In the event that the arbitrator concludes that good cause did not exist for the termination of the referee, the referee shall be awarded one year's salary from the date of termination at the rate applicable at the time of such termination (payable in fifty-two (52) equal bi-weekly installments). No award of the

arbitrator and nothing herein contained shall be construed to require the NBA to reinstate the terminated referee.

(e) If following the conclusion of any season, the NBA decides to terminate a referee based on such referee's performance for the preceding season(s), it shall notify the referee in writing within 30 days after the last game of the NBA Finals for that season. 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. Nothing herein shall be construed to prevent the NBA from terminating any referee at any time for good cause.

Section 6. If, at the conclusion of any season covered by this Agreement, a referee (probationary or veteran) in Group I or Group II, based upon the composite ratings referred to in Section 3 above, has fallen eight (8) or more positions in such rankings (by comparison with those of the previous season) the NBA shall have the right to place the referee on "review" for a period of one (1) season. The determination to place such referee on review shall be in the sole and absolute discretion of the NBA, and nothing contained herein, expressed or implied, shall be construed as imposing any standard of reasonableness upon the NBA with respect to such determination. Further, 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, the Commissioner, his designee, any court, administrative agency, or

arbitrator of any kind). If a referee who has been placed on review has not, at the conclusion of the review period, moved up by four (4) or more positions over the ranking of the previous season, such referee may, in the NBA's absolute and sole discretion, be terminated from employment with the NBA; and such termination shall be deemed to be for just cause under any applicable statute, regulation or rule of law. The referee shall have the right to an informal review of the termination by the Commissioner or his designee. The determination by the Commissioner or his designee shall be final and binding, and neither the NBRA nor the referee involved shall have any right to a review of such determination, or any right to advance any claim of any kind whatsoever in connection therewith, before any person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind).

Section 7. (a) In addition to and notwithstanding the foregoing provisions of this Article IX, the NBA shall have the right at any time to terminate the employment of any referee, whether or not the specific provisions regarding termination as set forth above in this Article IX may be applicable to such referee. The referee shall have the right to an informal review of the termination by the Commissioner or his designee. The determination by the Commissioner or his designee shall be final and binding, and neither the NBRA nor the referees involved shall have any right to a review of such determination, or any right to advance any claim of any kind whatsoever in

connection therewith, before any person or body (including, but not limited to, any court, administrative agency, or arbitrator of any kind).

(b) In the event of a termination pursuant to Section 7(a) above, the referee shall receive one year's salary at the rate applicable at the time of such termination (payable in fifty-two (52) equal bi-weekly installments); and such payment shall be in lieu of any other payment to which the referee may be entitled on account of such termination under any applicable statute, regulation or rule of law. Such payment shall commence upon either (i) notice from the referee that he will not seek review of the termination, or (ii) a final determination by the Commissioner or his designee upholding the termination, as the case may be. In the event the referee is reinstated, such referee shall continue to receive the applicable salary under Article III, Section 1 and will receive no additional payments under this provision.

Section 8. In any review provided for under this Article IX, the referee may be represented by the NBRA.

Article XIV

Integration; Governing Law

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 and practices (except as specifically set forth herein), oral or written, expressed or implied, between the NBA and the NBRA and/or any representative of either, are merged into and superseded by this Agreement and shall be of no force or effect. This Agreement may not be modified, altered, or amended, except by a writing signed by both parties. 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. In the event the NBA does not take an action otherwise required by this Agreement on the ground that such action would violate any state, provincial or local law, it will notify the General Counsel of the NBRA in writing.

Article XV

Term of Agreement

This Agreement shall be effective from the date hereof and shall continue in full force and effect until September 1, 2000.

NATIONAL BASKETBALL
ASSOCIATION

By: _____

NATIONAL BASKETBALL
REFEREES ASSOCIATION

By: Fred L. Slaughter
Fred L. Slaughter
General Counsel and Member,
Negotiation Committee

By: Mike Mathis
Mike Mathis
Member, Negotiation
Committee

By: Steve Javie
Steve Javie
Member, Negotiation
Committee