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19 **UNITED STATES DISTRICT COURT**
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 WILLIAM MORRIS ENDEAVOR
ENTERTAINMENT, LLC, *et al.*,

22 Plaintiffs and Counterclaim
23 Defendants,

24 v.

25 WRITERS GUILD OF AMERICA,
WEST, INC., *et al.*,

26 Defendants and Counterclaimants,
27 and PATRICIA CARR, *et al.*
28 Counterclaimants.

Case No. 2:19-cv-05465-AB-AFM

**DECLARATION OF CHARLES
SLOCUM IN OPPOSITION TO
PRELIMINARY INJUNCTION
MOTIONS**

Hearing Date: Dec. 18, 2020
Hearing Time: 10:00am
Location: Courtroom 7B
Judge: Hon. André Birotte, Jr.

1 I, Charles Slocum, declare as follows:

2 1. I make this declaration from my personal knowledge and could testify
3 competently to its contents.

4 2. I am an Assistant Executive Director of the Writers Guild of America,
5 West, Inc. (“WGAW”), a Defendant and Counterclaimant in this action. I have
6 worked for WGAW since 1987 and have experience working in nearly all facets of
7 WGAW’s operations. Prior to coming to the WGAW, I worked in various
8 capacities for Hollywood studios. I have a Master of Business Administration
9 degree from the Wharton School of the University of Pennsylvania. Presently, I
10 supervise WGAW’s residuals, diversity, information technology, online database
11 and membership departments. I also participate in other activities of senior
12 management, such as negotiations and relations with international labor and
13 intellectual property groups.

14 3. Together with our sister union, Writers Guild of America, East
15 (“WGAE”; jointly, the “Guilds” or “WGA”), WGAW represents writers in film,
16 television and digital media, sometimes referred to as audiovisual writing. The
17 collective bargaining agreement for such writers is known as the Writers Guild
18 Theatrical and Television Basic Agreement or “MBA.” I have been involved in
19 every MBA negotiation since 1988. A true and correct copy of relevant sections of
20 the MBA is attached hereto as Exhibit A.

21 4. The MBA generally defines a writer as “a person who is . . .
22 employed by the Company to write literary material” or “who is employed by [the]
23 Company and who performs services . . . in writing or preparing such literary
24 materials or making revisions, modifications, or changes in such literary material.”
25 Exh. A at 10, 15. The MBA further defines “literary material” as including
26 “stories, adaptations, treatments, original treatments, scenarios, continuities,
27 teleplays, screenplays, dialogue, scripts, sketches, plots, outlines, narrative
28 synopses, routines, and narrations, and, for use in the production of television film,

1 formats.” *Id.* at 8. The MBA thus covers nearly all audiovisual writing for
2 signatory studio employers, including writing scripts, developing the concepts and
3 stories for those scripts, rewriting scripts, and editing scripts.

4 5. The MBA sets forth a list of *de minimis* tasks that, while coming
5 within the definition of writing, may be performed by non-writers during the
6 production and editing of a film, television program, or digital program without
7 those individuals becoming covered as writers under the MBA. These are
8 incidental tasks such as “[c]utting for time,” “[b]ridging material necessitated by
9 cutting for time,” “[c]hanges in technical or stage directions,” “[a]ssignment of
10 lines to other existing characters occasioned by cast changes,” “[c]hanges
11 necessary to obtain continuity acceptance or legal clearance,” “[c]asual minor
12 adjustments in dialogue or narration made prior to or during the period of principal
13 photography,” “[s]uch changes in the course of production as are made necessary
14 by unforeseen contingencies (e.g., the elements, accidents to performers, etc.),”
15 “[i]nstructions, directions, or suggestions, whether oral or written, made to writer
16 regarding story or screenplay.” Exh. A at 10, 15. Thus, only individuals who are
17 also engaged in more substantive writing tasks are covered by the MBA.

18 6. Writers may be employed to write scripts on a per-draft basis—
19 referred to as “freelance employment”—or they may be employed on a weekly
20 basis—referred to as “term employment.” The MBA has minimum pay rates for a
21 variety of writing tasks for both freelance and term employment. In television
22 series employment, term employment is sometimes referred to as “staff
23 employment” or “working on the writing staff” of a series or a show. Writers may
24 individually negotiate to be paid more than the minimum compensation rates in the
25 MBA. This is sometimes called “overscale” compensation.

26 7. The MBA does not cover non-writing services such as directing,
27 acting, editing, or producing. However, it is quite common for writers in television
28 and digital writing to take on producing duties in addition to their primary duties as

1 writers. These writer-producers have a variety of job titles, such as co-producer,
2 producer, supervising producer, co-executive producer, consulting producer, and
3 executive producer. Such writer-producers are sometimes referred to more
4 generally as “hyphenates,” a name derived from the hyphen in the term “writer-
5 producer.” While less common, some writers are also employed in other
6 hyphenated capacities, such as writer-director, writer-actor, or other combinations.

7 8. The MBA addresses the combined writing and producing work
8 performed by hyphenates in Article 14, which applies to “writers also employed in
9 additional capacities.” Exh. A at 118. The function of Article 14 is to ensure that
10 hyphenates engaged in staff employment receive a minimum amount of weekly
11 compensation for the writing portion of the services rendered. Some hyphenates
12 engaged in such employment receive only the minimum compensation specified in
13 Article 14. Thus, they receive no additional compensation for the producing
14 services. Others receive overscale amounts.

15 9. In the instances where a hyphenate earns overscale compensation—
16 that is, more than the weekly minimum set forth in Article 14—a determination
17 might be made as to how much of their compensation is for writing services and
18 how much is for producing or other non-writing services. The reason for this is
19 that contributions are made to the industry pension and health benefit programs for
20 writing compensation, but not for producing or other non-writing income. This is a
21 function of the fact that these programs are Taft-Hartley benefit programs
22 sponsored by a union agreement and supervised by a joint board of labor and
23 management trustees, and so contributions may only be made for services
24 performed under the relevant union agreement. In this case, the relevant union
25 agreement is the MBA, and the covered services must be writing services. It is
26 illegal for contributions to be made to the WGA benefit plans for non-writing
27 services. Because writing is so dominant in the work hyphenates do, but can vary
28 writer to writer, the parties to the MBA acknowledge in the text of Article 14 “the

1 difficulty” of allocating a hyphenate’s compensation between writing and
2 producing or other work performed in an additional capacity. Exh. A at 118, 119.
3 As a result, the parties agreed that the minimum weekly compensation for writing
4 set forth in Article 14 provides the basis for employers’ health and pension
5 contributions for covered writing services regardless of the amount of the
6 hyphenate’s overscale compensation or the extent of the writing services he or she
7 performs. Article 14 thus primarily functions as a cap on the employer’s
8 obligation to make benefit fund contributions for non-MBA-covered work. No
9 attempt to allocate the compensation of the hyphenate based on the actual relative
10 value of the hyphenate’s writing and producing services is required. In practice, no
11 such allocations are made, as they would only increase the cost to employers for
12 the benefit plans if more than the minimum was allocated to writing. Thus the
13 allocation between writing and producing made in Article 14 is in no sense a real
14 valuation of the value of the hyphenate’s writing; it is only an agreement between
15 the Guilds and employers on the appropriate basis for employer contributions to
16 the benefit plans.

17 10. Among the writer-producers on the staff of a television or digital
18 series, at least one writer is typically designated as the “showrunner.” This is not a
19 term defined in the MBA, nor is it typically found in the writer’s individual
20 contract. However, the term is commonly used in the industry to denote the writer-
21 producer who is in charge of the writing staff and the production crew and has the
22 responsibility of delivering the episodes of the series in a creatively excellent and
23 consistent fashion, on budget and on time. Virtually all showrunners are writers
24 employed in additional capacities under Article 14. Many are also the “creators”
25 of the series, which refers to the fact that they have written the pilot or first episode
26 of the series. While some film writers have crossed over to television and digital
27 series writing in recent years and become the showrunners of series for which they
28 wrote the pilot, most showrunners have numerous years of prior television

1 experience, having started as freelance writers or staff writers and then moving up
2 the ranks of writing staffs on several series before becoming showrunners.

3 11. The reason showrunners are almost always writers is that the highest
4 value in television and digital series writing is creative excellence. Series writing
5 is a writers' medium. Above all, creative excellence in series writing is defined by
6 compelling stories and engaging characters. While budget and production
7 schedules must be observed, changes and limitations that must be made cannot
8 limit the creative excellence of the series. Such decisions—which may be made
9 because, for example, the series is over budget, a guest star is suddenly
10 unavailable, or inclement weather pushes a scene written to be outdoors inside—
11 must be made by someone with the story of each episode and how episodes fit
12 together across the season at top of mind. These decisions are often made quickly,
13 in reaction to rapidly changing circumstances. The person making a production-
14 related change to a script must be someone who instantly knows what is
15 dramatically important in the scene being amended so that those story elements can
16 be preserved despite the exigency at hand. That person is a writer. Being able to
17 make quick practical decisions that maintain the important story elements—or
18 beats, as writers call them—is the primary qualification of a showrunner. Other
19 people are employed to know how many crew members to hire, which job
20 descriptions are needed at a given location, or which production truck should be
21 brought to the shoot. While successful showrunners may supervise employees and
22 responsibly spend a project's budget, the cast, crew, and money are wasted if the
23 resulting episodes are creatively disappointing to fans. Showrunning is above all a
24 writing job, with story and characters being placed above all else.

25 12. The fact that showrunning is primarily a writing job is evident in the
26 production timeline of a series. The showrunner and other writers start work
27 weeks or months before the cast and production crew. During this period, the
28 showrunner typically runs the writing room, where the writing staff sits together

1 and brainstorms the storylines for each episode and the storylines that will span the
2 entire season. As scripts are written by the various individual members of the
3 writing staff, the showrunner will typically review each script and give notes to the
4 writer about revisions that need to be made. Only after this period of writing—led
5 by the showrunner—do the others who work on the series come to work and the
6 showrunner starts to make logistical and financial decisions. But, again, any such
7 decisions must be made in service of the story and characters, by showrunners
8 working primarily in their capacity as writers.

9 13. The term showrunner appears only in Article 66 of the MBA. Article
10 66 does not define or otherwise describe showrunners, but rather refers to a
11 program called the “Showrunner Training Program.” This is a training program
12 for likely future showrunners which the Guilds design and administer, but which is
13 funded by the major studios and networks that are parties to the MBA. Article 66
14 expressly recognizes that showrunners come from the ranks of writers: “The
15 purpose of the Training Program is to provide training to episodic writers who are
16 or have been also employed in additional capacities under Article 14 in order to
17 enable them to develop the skill sets required to be a successful
18 showrunner/executive producer.” Exh. A at 381. Many writers—even those with
19 many years of experience as writers—need some training about how to run a
20 series. Rather than delegate the logistics to another employee, the MBA
21 companies see value in training writers to become experts in managing other
22 aspects of physical production.

23 14. Under the WGAW Constitution, writers become eligible for
24 membership only after working as a writer under a WGA collective bargaining
25 agreement—such as the MBA—or selling a script they have written under a WGA
26 collective bargaining agreement. Producers who are not also employed as writers
27 are not eligible to join the WGAW. Moreover, if a WGAW member ceases to be
28 employed as a writer under a WGA collective bargaining agreement, he or she

1 loses membership status after a period of time (usually four years). The only
2 exception to this rule is for a class of “lifetime” members who meet certain criteria
3 for a sustained career and are thus recognized by their peers as writers despite their
4 retirement from the craft.

5 15. Only Guild members engaged in MBA-covered employment are
6 covered by Guild working rules, including Working Rule 23. Thus, a Guild
7 member acting strictly in a non-writing capacity—for example, only as a producer
8 or director—is not subject to Guild working rules and is not prohibited from being
9 represented by a non-franchised agency as to such non-writing work. However, a
10 Guild member engaged primarily in writing work as well as additional non-writing
11 work covered by Article 14 of the MBA *is* subject to Guild working rules. This is
12 why the Guilds’ communications to their members regarding Working Rule 23
13 state that “TV writer/producer[s]”—i.e., hyphenates covered by Article 14”—
14 “cannot . . . be represented as a producer by an agency not signed to the Code of
15 Conduct,” Dkt. 42-5 at 2, but further state that “[t]he Guild cannot direct you to
16 leave your agency for non-writing areas of work,” Dkt. 42-4 at 11. In making this
17 distinction clear to their members, the Guilds sought to prevent hyphenates and
18 their non-franchised agencies from evading Working Rule 23 by recharacterizing
19 MBA-covered employment as strictly non-writing work, while making it clear to
20 members that they may still be represented by non-franchised agencies for
21 legitimate non-writing work that had never been covered by the MBA. Some
22 Guild members have continued to be represented by non-franchised agencies for
23 work not covered by the MBA or Working Rule 23. Other Guild members, in
24 solidarity with the Guilds and their fellow members, have individually and
25 voluntarily chosen to terminate their representation by non-franchised agencies
26 even for work not covered by the MBA or Working Rule 23.

27 16. There are producers on some series who are not writers and who are
28 not typically Guild members. These are usually executives of production

1 companies who may supervise the logistics and budgets of series. Also, sometimes
2 a director will serve as an executive producer of a series. They are well-known to
3 those on the series as “non-writing executive producers” and typically monitor the
4 schedules and budgets to affirm the decisions of the writer-showrunner. The work
5 of such producers is not covered by the MBA; they typically have not worked as
6 writers in the industry; and no money is paid into the Guilds’ benefit funds as a
7 result of such work. Such executive producers are not covered by WGA Working
8 Rule 23 regarding representation for their work. In rare cases, a non-writing
9 executive producer may serve as the showrunner. It is well established that such
10 non-writing showrunners are not employed under the MBA and are not subject to
11 Working Rule 23.

12 17. The amount of work for writers, directors, actors, and crew members
13 has not been reduced due to the Guilds’ agency campaign. Neither Working Rule
14 23 nor the Code of Conduct encompasses any action against employers, who
15 determine the number of films and television programs they will produce and the
16 number of workers they will employ to achieve that production goal. The agencies
17 say they “make the market” for talent. This is true only in the sense that they play
18 matchmaker. Agencies do not create jobs. They cannot make a job appear or
19 make one disappear. They may have influence over which worker gets employed,
20 but not in how many get employed. Thus, the Guilds’ actions with respect to
21 agents cannot—and has not—decreased the amount of work in Hollywood. This
22 matchmaker-not-job-creator role is obvious with respect to studios and networks
23 who decide for themselves how many films or television programs they will
24 produce and distribute. In the area of independent film, where the agencies
25 sometimes deal with investors who may, or may not, put money into a film, the
26 agencies may argue that if they persuade an investor to pay for a script or fund a
27 film production, they have created jobs. Even here, nothing about the Guilds’
28 action with respect to agents prevents such investors from acquiring a script or

1 employing actors, directors, or crew members. In fact, the Guild has seen the
2 number of jobs for writers and others during the period of the agency campaign
3 rise in comparison to the prior year, motivated largely by the rise of streaming
4 video services such as Netflix, Disney Plus, HBO Max, and Peacock. Of course,
5 the exogenous factor of the pandemic has limited employment in recent months,
6 though that effect is unrelated to the Guilds' agency campaign.

7
8 I declare under penalty of perjury under the laws of the United States
9 America that the foregoing is true and correct.

10
11 Executed this 4th day of December, 2020 at Santa Clara, CA.

12
13 

14 Charles Slocum

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Exhibit A

WRITERS GUILD OF AMERICA

2017

THEATRICAL AND TELEVISION

**BASIC
AGREEMENT**

EFFECTIVE

May 2, 2017 through May 1, 2020

**Alliance of Motion Picture and Television Producers, Inc.
15301 Ventura Blvd., Bldg. E
Sherman Oaks, CA 91403**

**Writers Guild of America, West, Inc.
7000 West 3rd Street
Los Angeles, California 90048**

**Writers Guild of America, East, Inc.
250 Hudson Street, Suite 700
New York, New York 10013**

**2017 WRITERS GUILD OF AMERICA -
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
THEATRICAL AND TELEVISION BASIC AGREEMENT**

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The provisions of this Basic Agreement which are applicable to employment, options to purchase and purchases for free television motion pictures are also applicable to employment, options to purchase and purchases for:

- (a) live television programs to the extent that such programs would be covered if they were television motion pictures; and
- (b) programs covered by Appendix B to the extent provided in Appendix B; and
- (c) motion pictures produced primarily for the basic cable market to the extent provided in Appendix C.

Notwithstanding any of the foregoing, the provisions of this Basic Agreement are not applicable to employment, options to purchase and purchases for:

- (a) [Deleted.]
- (b) programs excluded from the coverage of Appendix B which are produced principally for the pay television and/or videodisc/videocassette markets except to the extent provided in the Sideletter on Informational Programs.

The Company agrees that if it produces program(s) for television of the types heretofore traditionally produced for free television pursuant to any WGA Basic Agreement, such program(s) will be considered to be produced either for free television, basic cable or pay television. In the event a new distribution system evolves (distinct from the foregoing three methods), the parties to this Agreement reserve their respective rights with regard to such new system.

ARTICLE 1 - DEFINITIONS

The following terms or words used in this Basic Agreement shall have the following meanings:

A. GENERAL

1. The term "**television motion picture**" (sometimes referred to in this Basic Agreement as "television film") means the entertainment portion of motion pictures, whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras or devices or any combination of the foregoing or any other means, methods or devices, now used or which may hereafter be adopted for the recordation of motion pictures produced primarily for exhibition by free television. The prefatory language to this Basic Agreement and the provisions cited therein determine the extent to which the provisions of the

Basic Agreement which are applicable to television motion pictures are also applicable to pay television and basic cable.

2. The term "***theatrical motion picture***" means motion pictures and photoplays, whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras, or devices or any combination of the foregoing or any other means, methods or devices now used or which may be hereafter adopted for the recordation of motion pictures produced primarily for exhibition in a theater or similar location in which a fee or admission charge is paid by the viewing audience, other than those motion pictures produced primarily for exhibition in another market covered by this Basic Agreement.
3. The term "***basic cable***," as distinguished from pay television or free television, refers to that type of exhibition which is commonly understood in the industry today to be basic cable exhibition.
4. The terms "***pay television***" and "***videodisc/videocassette***" are defined in Article 51 and in Appendix B of this Basic Agreement.
5. The term "***literary material***" shall be deemed to include stories, adaptations, treatments, original treatments, scenarios, continuities, teleplays, screenplays, dialogue, scripts, sketches, plots, outlines, narrative synopses, routines, and narrations, and, for use in the production of television film, formats.
6. The term "***radio rights***" means the right to broadcast by radio for aural reception only and unaccompanied by any recordation, transmission or broadcast intended for visual reception.
7. The term "***week-to-week employment***" means the employment of a writer on a week-to-week basis which, except for such restrictions as may herein elsewhere be contained, may be terminated by the Company or writer at any time.
8. The term "***public domain***" refers to literary material which is not subject to copyright protection in the United States.
9. The term "***member of the Guild in good standing***" means a member of the Guild who has tendered the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership.
10. The term "***writer***" shall not be deemed to include any corporate or impersonal purveyor of literary material or rights therein.

11. Other than as provided in Article 14 hereof, this Basic Agreement shall not, nor is it intended to cover, the employment of Producers, Directors, Story Supervisors, Composers, Lyricists, or other persons employed in a *bona fide* non-writing capacity except to the extent that such employment consists of writing services covered under this Article 1, section B.1.a.(2) or section C.1.a., nor the employment of Story Analysts, at any time prior to the expiration of this Basic Agreement, in the synopsis of literary material, as referred to in the footnotes to Paragraph 1 of the wage scales and working conditions of the current agreement between "Producer and I.A.T.S.E. & M.P.T.A.A.C. and Local #700 (Screen Story Analysts)" thereof.
12. It is understood that this Basic Agreement shall not, nor is it intended to, cover contracts for the purchase of literary material (a) which literary material at the time of purchase is published or exploited in any manner or by any medium whatever, or (b) with a person who is not a professional writer as defined in Article 1.B.1.b. or 1.C.1.b. hereof, whichever of said subparagraphs of Article 1 is applicable.
- 12.1. The term "**network**," as used in this Agreement, means ABC, CBS, FBC and NBC, or any other entity which qualifies as a "network" under Section 73.662(f) of the rules of the Federal Communications Commission, unless the FCC determines that such entity is not a "network" for purposes of such Section.
13. Other terms not expressly defined in this Basic Agreement are used in their present commonly understood meaning in the theatrical motion picture and television motion picture industry in the State of California.
14. [Deleted.]
15. [Deleted.]
16. [Deleted.]
17. [Deleted.]

B. THEATRICAL

1. Writer and Professional Writer
 - a. A "**writer**" is a person who is:

- (1) employed by the Company to write literary material as defined herein, where the Company has the right by contract to direct the performance of personal services in writing or preparing such material or in making revisions, modifications or changes therein; or
- (2) employed by Company and who performs services (at Company's direction or with its consent) in writing or preparing such literary material or making revisions, modifications, or changes in such literary material regardless of whether such services are described or required in his/her contract of employment; provided, however, that any writing services described below performed by Producers, Directors, Story Supervisors (other than as provided in Article 14 hereof), Composers, Lyricists, or other employees, shall not be subject to this Basic Agreement and such services shall not constitute such person a writer hereunder:
 - (a) Cutting for time
 - (b) Bridging material necessitated by cutting for time
 - (c) Changes in technical or stage directions
 - (d) Assignment of lines to other existing characters occasioned by cast changes
 - (e) Changes necessary to obtain continuity acceptance or legal clearance
 - (f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography
 - (g) Such changes in the course of production as are made necessary by unforeseen contingencies (*e.g.*, the elements, accidents to performers, etc.)
 - (h) Instructions, directions, or suggestions, whether oral or written, made to writer regarding story or screenplay

In addition to the foregoing, in the case of a person who at the time he/she performs services has not received at least two (2) screen credits for story or screenplay or both, as determined pursuant to Theatrical Schedule A of this Basic Agreement, or Schedule A of prior Theatrical Basic Agreements, within a period of ten (10) years (or has not received at least one (1) of such credits within a period of five (5) years) immediately prior to the rendition of such services, and who is employed solely in the capacity of the

bona fide producer of a motion picture and whose employment does not include the requirement that he/she perform writing services, then, such person may, in addition to the above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In addition to the foregoing, in the case of a person who at the time he/she performs services has received at least two (2) such screen credits within such ten-year period (and with at least one (1) of such credits within such five-year period) immediately prior to the rendition of such services, and who is employed solely in the capacity of the *bona fide* producer of a motion picture, and whose employment does not include the requirement that he/she perform writing services, then, if such person shall perform writing services in addition to those described in (a) through (h) above, such services by such person shall be subject to this Basic Agreement.

In addition to the foregoing, in the case of a person who at the time he/she performs services is employed solely in the capacity of the director of a motion picture, and whose employment does not include the requirement that he/she perform writing services, then, such person may, in addition to the above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement.

If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In any event, if any producer or director shall receive screen credit pursuant to the provisions of Theatrical Schedule A and the Guild's credit rules relating to the writing contribution necessary for such credit, then the provisions of Paragraph I. of Article 6 of this Basic Agreement shall apply with respect to such person.

With respect to a person employed solely as a producer-director, on the motion pictures which he/she directs, the director paragraph above shall apply and on the motion pictures which he/she does not direct, the producer paragraphs above shall apply.

As used above, "**producer**" shall also include the *bona fide* executive producer of said motion picture if such executive producer is of the same industry stature and has responsibilities and functions similar to those held or exercised by the following executive producers during 1977: Samuel Arkoff, Ron Miller and Marvin Mirisch.

With respect to signatory Companies, no services of any kind of any executive of the same industry stature and with responsibilities and functions similar to those held by or exercised by the following executives during 1977: Cardon Walker, Alan Ladd, Jr., John Calley, and Daniel Melnick shall be covered by any provisions of this Basic Agreement, except that if any such executive shall receive screen credit pursuant to the provisions of Theatrical Schedule A and the Guild's credit rules relating to the writing contribution necessary for such credit, then the provisions of Paragraph I. of Article 6 of this Basic Agreement shall apply to such person.

- b. The term "**professional writer**" means a person who on or after May 2, 2017, sells, licenses or options to the Company the ownership of or rights to use literary material written by such writer, for use in the production of a motion picture, which literary material had not prior to such sale, license or option been published or exploited in any manner or by any medium whatsoever, and who at such time:
- (1) has received employment for a total of thirteen (13) weeks, which need not be consecutive, as a motion picture and/or television writer, or radio writer for dramatic programs or writer on a "High Budget SVOD Program" (as defined in the Sideletter on Literary Material Written for Programs Made for New Media); or
 - (2) has received credit on the screen as a writer for a television or theatrical motion picture or "High Budget SVOD Program" (as defined in the Sideletter on Literary Material Written for Programs Made for New Media); or

- (3) has received credit for three (3) original stories or one (1) teleplay for a program one-half hour or more in length in the field of live television; or
- (4) has received credit for three (3) radio scripts for dramatic radio programs one-half hour or more in length; or
- (5) has received credit for one (1) professionally produced play on the legitimate stage, or one (1) published novel.

The Company may rely on the statement of the writer with respect to whether or not the material had theretofore been published or otherwise exploited.

2. The term "**treatment**" means an adaptation of a story, book, play or other literary, dramatic or dramatico-musical material for motion picture purposes in a form suitable for use as the basis of a screenplay.

The term "**original treatment**" means an original story written for motion picture purposes in a form suitable for use as the basis of a screenplay.

3. The term "**screenplay**" means the final script with individual scenes, full dialogue and camera setups.
4. The term "**first draft screenplay**" means a first complete draft of any script in continuity form, including full dialogue.
5. The term "**story**" means literary or dramatic material indicating the characterization of the principal characters and containing sequences and action suitable for use in, or representing a substantial contribution to, a final script.
6. The term "**shorts**" or "**short subjects**," for the purposes of this Basic Agreement, is defined as motion pictures which when released are 3,600 lineal feet or less in length, other than motion pictures known as cartoons, newsreels, trailers, travelogues, commercials or news and sports commentaries and motion pictures intended primarily for exhibition by free television, if such motion pictures are originally made and originally distributed as such.
7. The term "**rewrite**" means the writing of significant changes in plot, story line, or interrelationship of characters in a screenplay.

"Polish," as used herein, means the writing of changes in dialogue, narration or action, but not including a rewrite.

8. Merchandising Rights - The term "**merchandising rights**" means the right to manufacture and to sell or otherwise dispose of any object or thing first described in literary material written by the writer pursuant to an employment agreement subject to this Basic Agreement, entered into on or after May 2, 2017, or acquired from a professional writer; provided such object or thing is fully described in such literary material and by such description appears to be unique and original. Merchandising rights include the right of publication in publications of the generic type described as "photo novels" or "photo albums."

The writer shall have no merchandising rights. However, if the Company exploits the merchandising rights (as defined above) in any such literary material, Company shall pay to such writer an amount equal to five percent (5%) of absolute gross, that is, monies remitted by the manufacturer on account of the exploitation of the subject merchandising rights. The provisions of this subparagraph 8. are also applicable to a writer who is not entitled to Separation of Rights.

9. The term "**interactive rights**" means the right:
- a. to reuse a theatrical motion picture, in whole or in substantial part, in an interactive program, as provided in Article 64.B.1.;
 - b. to utilize excerpts from a theatrical motion picture in an interactive program, as provided in Article 64.B.2.; and
 - c. to produce an interactive program based upon literary material for a theatrical motion picture written by a writer pursuant to an employment agreement (to which employment the provisions of this Basic Agreement or any prior MBA containing a separation of rights provision applies) or acquired by the Company from a professional writer (to which acquisition the provisions of this Basic Agreement or any prior MBA containing a separation of rights provision applies), which interactive program meets the requirements of Article 64.C.1.

The writer shall have no interactive rights. However, if the interactive rights are licensed as provided in Article 64.B.1., B.2., C.1., D.1.a. or D.2.a., Company shall make payment to the writer in accordance with such provisions.

C. TELEVISION

1. Writer and Professional Writer

a. A "**writer**" is a person who is:

- (1) engaged by the Company to write literary material as defined herein (including making changes or revisions in literary material), when the Company has the right by contract to direct the performance of personal services in writing or preparing such material or in making revisions, modifications or changes therein; or
- (2) engaged by Company and who performs services (at Company's direction or with its consent) in writing or preparing such literary material or making revisions, modifications, or changes in such material regardless of whether such services are described or required in his/her contract of employment.

A writer is a creative and professional person who performs a unique and indispensable function in relation to the production of motion pictures. It is an element of good faith, and part of the consideration of this Agreement, that no Company will use any of the following provisions of this paragraph with the purpose or intent of circumventing the employment of writers. Accordingly, it is agreed that the following services performed by an employee who is not employed as a writer shall not be subject to this Agreement and such services shall not constitute such a person a writer hereunder:

- (a) Cutting for time
- (b) Bridging material necessitated by cutting for time
- (c) Changes in technical or stage directions
- (d) Assignment of lines to other existing characters occasioned by cast changes
- (e) Changes necessary to obtain continuity acceptance or legal clearance
- (f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography
- (g) Such changes in the course of production as are made necessary by unforeseen contingencies (*e.g.*, the elements, accidents to performers, etc.)
- (h) Instructions, directions or suggestions, whether oral or written, made to a writer regarding story or teleplay

In addition to the foregoing, if a person is employed solely in the capacity of the *bona fide* executive producer or *bona fide* producer of a specific television program and his/her employment agreement does not include the requirement that he/she perform writing services, and if said person has not been employed as a writer at least twice since June 1, 1966, and if said person nevertheless renders writing services (other than those specified in (a) through (h) above), then his/her employment as a writer shall be subject to this Basic Agreement, except that Article 6 and Article 14 of this Basic Agreement shall not be applicable if he/she performs no more than the following writing services on not more than three (3) programs in any one (1) production season (not more than one (1) of which may be a program in a mini-series, which for this purpose is a series of not more than eight (8) episodes in the production season): changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters. If such person makes significant changes in plot, story line or interrelationship of characters, such person shall be subject to Articles 6 and 14 of this Basic Agreement.

In determining whether a person has been employed as a writer since June 1, 1966, for the purposes of this subparagraph, (i) each separate occasion, if any, for which he/she has declared earnings to the Guild for services as a writer performed on a particular theatrical motion picture or television project since June 1, 1966, and (ii) each occasion, if any, on which he/she has been listed as a participating writer in relation to a screen authorship credit determination pursuant to a collective bargaining agreement with the Guild with respect to services performed as a writer since June 1, 1966 shall be conclusively counted as an employment as a writer. The exception provided for in this subparagraph shall not be valid in a particular case unless the Company obtains from the individual a warranty in writing that he/she has not been employed as a writer at least twice since June 1, 1966. If the Guild should question whether the exception applies, whether relating to employment by the Company or by another signatory, the Company shall cooperate in making available to the Guild any evidence in its possession or control which may be relevant to the inquiry. Said exception shall not apply to a writer if such writer has been previously employed as a writer also employed in additional capacities as provided in said Article 14.

With respect to signatory Companies, no services of any kind of any executive of the same industry stature and with responsibilities and functions similar to those held by or exercised by the following executives during the 1977-78 broadcast season: Larry White at Columbia Pictures Industries, Inc., Allan Shayne at Warner Bros. Inc., Sy Salkowitz at Twentieth Century-Fox Film Corp., and Ron Miller at Walt Disney Productions, shall be covered by any provisions of the Basic Agreement, except that if any such executive shall receive screen credit pursuant to the provisions of Television Schedule A and the Guild's credit rules relating to the writing contribution necessary for such credit, then the provisions of Article 6, Paragraph I. shall apply to such person.

In addition to the foregoing, in the case of a person who at the time he/she performs services is employed solely in the capacity of the director of a specific television program, and whose employment does not include the requirement that he/she perform writing services, then, such person may, in addition to (a) through (h) above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In any event, if any director shall, with respect to the particular program, receive screen credit pursuant to the provisions of Television Schedule A and the Guild's credit rules relating to the writing contribution necessary for such credit, then the provisions of Article 6, Paragraph I. shall apply to such person. A writer who renders services as a director on a particular episode shall be deemed to be a director as to such episode.

- b. A "**professional writer**" means any person who has (1) received employment for a total of thirteen (13) weeks as a television, motion picture or radio writer or writer on a "High Budget SVOD Program" (as defined in the Sideletter on Literary Material Written for Programs Made for New Media), or (2) has received credit on the screen as a writer for a television or theatrical motion picture or on a "High Budget SVOD Program" (as defined in the Sideletter on Literary

Material Written for Programs Made for New Media), or (3) has received credit for three (3) original stories or one (1) teleplay for a program one-half hour or more in length in the field of live television, or (4) has received credit for three (3) radio scripts for radio programs one-half hour or more in length, or (5) has received credit for one (1) professionally produced play on the legitimate stage or one (1) published novel.

2. The term "**teleplay**" means the final script with individual scenes, full dialogue or monologue (including narration in connection therewith), and camera setups if required; provided, however, that if the Company desires any script to consist in part of suggested or indicated dialogue (so that an actor portraying a role may extemporize therefrom), such suggested or indicated dialogue shall be deemed to satisfy the requirement of "full dialogue or monologue."
3. The term "**rewrite**" means the writing of significant changes in plot, story line or interrelationship of characters in a teleplay.
4. The term "**polish**" means the writing of changes in dialogue, narration or action, but not including a rewrite.
5. A "**back-up script**" is a story and/or teleplay for a proposed episodic series for which a writer is employed prior to the exploitation of the television series sequel rights for such proposed series, other than a pilot script.
6. A "**pilot script**" is a story and/or teleplay intended to be used for the production of a pilot for a proposed serial or episodic series and setting forth the framework intended to be repeated in subsequent episodes, including the setting, theme and premise of the proposed serial or series and its central running characters. A story and/or teleplay may be a "pilot script" whether or not there is a separate format for the proposed serial or series and regardless of whether it is written for broadcast as a unit of a unit series or as a one-time program. The foregoing definition of pilot script also may apply to a story and/or teleplay intended to be used for the production of a pilot for a proposed unit series which does not have central running characters, but which story and/or teleplay does set forth the context and continuing framework intended to be repeated in subsequent units, including the central premises, themes, setting (locale, time, etc.), flavor, mood, style and attitude of the proposed unit series.

Nothing herein shall be construed to require that a pilot be produced for any such serial or series nor that a pilot script must be written for any such serial or series.

7. The term "**first draft teleplay**" means a first complete draft of any script in continuity form, including the full dialogue.
8. The term "**story**" means a story indicating the characterization of the principal characters and containing sequences and action suitable for use in or representing a substantial contribution to a final script; provided, however, that the writer shall not be obligated to insert dialogue therein (except to the extent necessary to show characterization) or to prepare the story in the form of a step outline.
9.
 - a. A "**national radio network broadcast**" means a broadcast carried simultaneously by a station or stations in excess of the stations comprising a regional radio network.
 - b. A "**regional radio network**" means a network maintained by a network company for regional coverage as distinguished from national or transcontinental coverage.
10. The term "**dramatic rights**" means the right of presentation in dramatic form on the speaking stage with living actors appearing and performing in the immediate presence of an audience, without any recordation, transmission, or broadcast thereof intended for aural or visual reception at places away from the place of performance, except that the dramatic rights shall include the right to broadcast directly by television such live presentation without any kinescope or other recording thereof, subject to restriction concerning the time when such broadcasts may be made as hereinafter provided.
11. The term "**publication rights**" means the right to publication of the work in book form or in magazine or periodical form, including serial publication.
12. "**Series sequel rights**" means the right to use the leading character or characters of a work participating in a substantially different story in an "episodic series" or "serial" type television program, production made for new media or radio program.

"**MOW sequel rights**" means the right to use the leading character or characters of a work participating in a substantially different story in a television program or in a production made for new media (other than a High Budget SVOD Program as defined in the

Sideletter on Literary Material Written for Programs Made for New Media) ninety (90) minutes or longer, or in a High Budget SVOD Program ninety-six (96) minutes or longer, which is ordered subsequent to the broadcast of the "first MOW," as defined in Article 16.B.2.b., and is other than an exploitation of the "series sequel rights."

13. The term "**single unit**" means a television program intended for broadcast as a single show, broadcast or program, and not as a part of a unit series or episodic series.
14. The term "**unit series**" means a series of programs, each of which contains a separate complete story, without a character or characters common to each of the programs in the series, but held together by the same title, trade name or mark or identifying device or personality common to all the programs in the series.
15. "**Episodic series**" means a series of programs, each of which contains a separate complete story with a character or characters common to each of the programs in the series, provided, however, that such series shall still remain an episodic series even though a two- three- four- or five- multi-part story is utilized in the series.

With regard to "literary material" for an "episodic series," extricable material shall consist of the plot of such material, and such original characters and characterizations which are distinctive and identifiable and which are the sole original creation of the writer, but shall not include the names of the characters.

16. The term "**serial**" means a series of programs in which generally the same characters carry on a continuing narrative.
17. The term "**established serial or episodic series**" means a serial or episodic series based upon material that has been published or exploited in any manner or by any medium whatsoever, or based upon a story in the public domain or owned by the Company.
18. **Merchandising Rights**
 - a. The term "**merchandising rights**" with regard to any established serial or episodic series, or any unit series or one-time television program to which separated rights do not apply, means the right to manufacture and to sell or otherwise dispose of any object or thing first described in literary material written by the writer, provided such object or thing is fully described therein and by such description appears to be unique and original.

- b. With regard to writers entitled to separation of rights, merchandising rights shall mean the exclusive right to grant to manufacturers or others the right to refer, in conjunction with the marketing or exploitation of objects or things, to the series in which the writer's separation of rights exists or to characters of such series, but such objects or things shall not include:
- (1) The television motion picture itself or any part of the television motion picture;
 - (2) Music composed for or identified with such series or with any episode of such series, including any form of exploitation of music, such as records or publishing;
 - (3) Objects or things furnished by a manufacturer or other person or company for use in or in connection with such series or any episode of such series, where the Company receives no revenue from the marketing of such objects or things (for example, a motorcycle manufacturer furnishes motorcycles to the Company for photography in a series dealing with motorcyclists in exchange for the right granted to the manufacturer to refer to the series or to characters of the series in conjunction with the marketing and exploitation of its motorcycles);
 - (4) Objects or things manufactured or sold by any sponsor of such series, where the right to refer to such series or characters of such series in conjunction with the marketing of such objects or things is obtained by the sponsor as part of the initial agreement for the sponsorship of the series, and the Company receives no revenue from the marketing of such objects or things (as distinguished from the revenue received by the Company for the series itself); but the sponsor referred to in this subparagraph (4) refers to the overall sponsor or sponsors of the series, as distinguished from the companies advertising in "spot" commercials;
 - (5) Objects or things which, in the reasonable judgment of the Company, would be harmful to the Company, network, sponsor or series to identify with such series or with characters of such series.

To effectuate the purposes of the foregoing provisions, the writer shall notify the Company in writing of the proposed license and the object or thing which is to be the subject of the license at least ten (10) business days before granting the license, so as to give the Company the opportunity to give appropriate notice to the writer. If the Company notifies the writer that any proposed license is in violation of any of the foregoing provisions of this subparagraph 18., the Company shall concurrently send a copy of such notice to the Guild. Within one (1) business day after receipt of such notice the Guild may submit the dispute to arbitration, for which purpose the "quick arbitration" provisions of Paragraph 26 of Theatrical Schedule A shall be used (but for this purpose a special panel of arbitrators shall be selected by the parties as promptly as possible following the execution of this Agreement). With respect to subparagraph (5), the arbitrator's authority shall be limited to deciding whether the Company's judgment was reasonable. The reserved merchandising rights do not include the right to use or license the use of:

- (i) The name or likeness of any person;
- (ii) Any proper name, trademark, service mark, trade name, or literary or artistic character (except public domain characters) existing and first exploited independently of such series.

The Company does not warrant or represent that it has or will have the right to use the title of the series or of any episode of the series in merchandising deals. In the event that a writer of a particular episode is entitled to a merchandising rights payment, the amount due such individual shall be deducted from the merchandising rights payment which would otherwise be due the writer entitled to separation of rights in the series. The definition of "merchandising rights," as it applies to writers entitled to separation of rights, shall be without prejudice to the respective positions of the parties hereto as to the meaning of the term in previous collective bargaining agreements.

19. The term "***interactive rights***" means the right:
- a. to reuse a television motion picture, in whole or in substantial part, in an interactive program, as provided in Article 64.B.1.;

- b. to utilize excerpts from a television motion picture in an interactive program, as provided in Article 64.B.2.; and
- c. to produce an interactive program based upon literary material for a television motion picture written by a writer pursuant to an employment agreement (to which employment the provisions of this Basic Agreement or any prior MBA containing a separation of rights provision applies) or acquired by the Company from a professional writer (to which acquisition the provisions of this Basic Agreement or any prior MBA containing a separation of rights provision applies), which interactive program meets the requirements of Article 64.C.2., subject to the following:
 - (1) When separation of rights does not apply to such literary material, but the writer(s) describes an object or thing or introduces a character as provided in Article 64.C.2.a. or b., such writer shall have no interactive rights. However, if the Company exploits the interactive rights as provided in Article 64.C.2., D.1.b. or D.2.b., Company shall make payment to such writer in accordance with such provisions.
 - (2) The interactive rights described in this subparagraph c. are reserved to the writer(s) entitled to separation of rights pursuant to Article 16.B.3.a. (subject to Article 16.B.3.d. or e. and 16.B.5.).

With respect to subparagraphs a. and b. above, the writer shall have no interactive rights. However, if the Company exploits either of such rights as provided in Article 64.B., D.1.b. or D.2.b. (subject to subparagraph c.(2) above), Company shall make payment to the writer in accordance with such provision.

- 20. A "***routine***" means a self-contained dramatic unit constituting fifty percent (50%) or less of the entertainment portion of a comedy-variety program; provided that such routine is either (a) an adaptation of material previously used in television or any other medium, or (b) original and written to fit the special talents and personality of the particular actor or actors in the program involved.
- 21. The term "***simulcast***" means the broadcast of a single performance of a program by radio and television, whether or not the radio and television broadcasts are made at the same time, provided that the original broadcasts by radio and television take place within twenty-one (21) days of each other.

22. Writers of variety and audience participation programs shall be deemed included under all provisions of this Basic Agreement to the same extent as writers of dramatic programs, despite the fact that only "story" and "teleplay" are hereinafter referred to in the Agreement.
23. The term "**weekly unit of television films**" means the number of television films of a particular series of variety (including comedy-variety), quiz or audience participation programs prepared by the same writer or writers for initial broadcast within one (1) week.
24. The term "**format**" means a written presentation consisting of the following:
 - a. As to a serial or episodic series, such format sets forth the framework within which the central running characters will operate and which framework is intended to be repeated in each episode; the setting, theme, premise or general story line of the proposed serial or episodic series; and the central running characters which are distinct and identifiable, including detailed characterizations and the interplay of such characters. It also may include one or more suggested story lines for individual episodes.
 - b. As to a multi-part series telling a complete story such as "*Rich Man, Poor Man*" (Book I) or "*Roots*" or a prime time serial, such as "*Executive Suite*," such format as described in a. above shall be called a "**bible**" if, in addition and at the request or upon the instructions of the Company, it contains all of the following characteristics and requirements:
 - (1) It is in much greater detail than a traditional format, and includes the context, framework, and central premises, themes and progression of the multi-part series or serial.
 - (2) It sets forth a detailed overall story development for the multi-part series or for the first broadcast season of the serial (or such lesser period as may be contracted for with the writer) and includes detailed story lines for (a) all of the projected episodes of the multi-part series or (b) most of the projected episodes for the first broadcast season of the serial (or such lesser period as may be contracted for with the writer).

- (3) The characters must be not only distinct and identifiable, but must be set forth with detailed descriptions and characterizations.
 - c. Except as to minimum compensation and reversion pursuant to Article 16.B.2.a., a "**bible**" is a format for all other purposes of this Agreement, including but not limited to other applicable provisions of Article 16.B.
 - d. As to a unit (anthology) series, a format means a written presentation consisting of the following: a detailed description of the concept of the proposed series; the context and continuing framework intended to be repeated in each episode; and the central premises, themes, setting (locale, time, etc.), flavor, mood, style and attitude of the proposed series; and it may include suggested story lines for several of the projected episodes.
25. The term "**narration**" means material used (typically off camera) to explain or relate sequences or action (excluding promos or trailers).
26. **Narrative Synopsis:** An outline of a story owned by a writer, which is prepared for the purpose of determining the suitability of the story for teleplay purposes, which outline shall indicate characters and plot line but need not be sufficiently developed to meet the definition of a story.

ARTICLE 2 - TERM AND EFFECTIVE DATE OF AGREEMENT

A. GENERAL

1. The term of this Basic Agreement shall commence on May 2, 2017 and shall continue to and include May 1, 2020.
2. With respect to all employment agreements with writers in effect on May 2, 2017, the terms of this Basic Agreement relating to minimum compensation and to rights in material shall apply only to services performed and literary material written under such employment contracts where the date of actual employment (*i.e.*, the commitment date) was on or after May 2, 2017, except as specifically otherwise provided herein in Article 2, Section B. or Section C.
3. With respect to literary material licensed or acquired from professional writers (as described herein), the terms of this Basic Agreement relating to minimum compensation and rights in

ARTICLE 14 - WRITERS ALSO EMPLOYED IN ADDITIONAL CAPACITIES (TELEVISION)

A. DEFINITION

The parties acknowledge that it is customary in the television industry to employ persons to render services as writers under the terms of this Basic Agreement, and the same persons to render services in other capacities which are not subject to this Basic Agreement. For the purposes of this Article 14, a person employed as a writer (as defined in Article 1.C.1.a. of this Basic Agreement) and also as an executive producer, producer, associate producer or story editor (as such terms are customarily used and understood in the television industry) is referred to as a "writer also employed in additional capacities," or "such person" or "such writer." Because of the difficulty of ascertaining the amount, duration, nature and extent of the services rendered by such person as a writer, and for the purpose of avoiding disputes concerning those matters and concerning the extent of such person's contributions as a writer to the programs with respect to which he/she renders his/her services, the parties agree that the duration or term of such person's employment as a writer in relation to a particular series, during a particular production season, shall be no less than the duration or term of his/her employment in the additional capacity in relation to such series, during such production season (except as provided in Paragraphs C. and I. of this Article 14), and that such person shall be employed as a writer in relation to such series, during such production season only in accordance with the provisions of this Article 14.

B. CONTRACTS OF EMPLOYMENT

The contract of employment of a writer also employed in additional capacities may cover both the employment as a writer and the employment in additional capacities, or there may be a separate contract covering the employment as a writer and a separate contract covering the employment in additional capacities, provided that in the latter case (*i.e.*, when there are separate contracts) separate compensation shall be provided for the services as a writer from the services in additional capacities, and such separately stated compensation for such person's services as a writer shall not be less than the appropriate minimum compensation for a writer also employed in additional capacities as provided in Paragraph K. of this Article 14. Similarly, when the employment as a writer and in additional capacities is covered by the same contract, and the compensation as a writer is segregated from the compensation for the additional services, such compensation as a writer shall not be less than the appropriate minimum compensation for a writer also employed in additional capacities as provided in said Paragraph K. When the contract of employment of a writer also employed in additional capacities under such contract does not segregate his/her compensation as a writer from his/her compensation for his/her additional services, the Company shall have the right to allocate to his/her services as a writer not less than the appropriate minimum compensation for a writer also employed in additional capacities as provided in said Paragraph K. Except as

provided in the immediately preceding sentence, none of the compensation due such person for his/her services in a capacity or capacities other than as a writer shall be offset or credited against any compensation due such person for his/her services as a writer.

C. FORMS OF EMPLOYMENT

A writer also employed in additional capacities may be employed as a writer only on a week-to-week or term basis, (which employment may be exclusive), at no less than the appropriate minimum compensation provided in Paragraph K. of this Article 14 and subject to all of the provisions of this Basic Agreement; provided, however, that if the Company employs two (2) such persons, then the Company may employ other individuals (referred to in this Article 14 for convenience as "additional writers") as writers also employed in additional capacities, in relation to the respective series, and such additional writers may be employed as writers on a week-to-week, term or freelance basis, and the duration or term of their employment need not be coterminous with the duration or term of their employment in additional capacities.

D. AMOUNT, NATURE AND EXTENT OF SERVICES

Because of the difficulty of determining the amount, nature and extent of the services as a writer performed by a writer also employed in additional capacities and his/her contribution as a writer to any specific program of a series, it is agreed that, for the purposes of Paragraph G. of this Article 14, such writer (other than the additional writers referred to in Paragraph C. of this Article 14) shall be deemed to have performed services as a writer on each program of the series for which he/she is employed for which writing is done during the respective production season; provided, however, that if the employment of such writer has been suspended for cause, or terminated for cause (and for this purpose, any termination of employment of a writer employed on a week-to-week basis shall be deemed to be termination for cause), the number of programs of the respective series for which such writer shall be compensated pursuant to said Paragraph G. shall be proportionately reduced. In the case of suspension, the reduction shall be in the proportion that the length of the suspension bears to the overall period of employment of such writer during the respective production season; in the case of termination, the reduction shall be in the proportion that the length of the period from the date of termination to the completion of principal photography of the series during such production season bears to the period from the commencement of such person's employment as a writer during such production season to the date of completion of principal photography of the series during such production season. If such calculation results in a fraction, no payment shall be made with respect to a fraction of less than fifty percent (50%), and full payment of one (1) program fee shall be made with respect to a fraction of fifty percent (50%) or more. An additional writer (as such is referred to in Paragraph C. above) who is employed on a week-to-week, term or freelance basis, need not be deemed to have performed services on each program of the series for which he/she is employed, but shall be entitled to a program fee (or to

a share thereof) pursuant to Paragraph G. for each program for which he/she did render writing services during his/her employment. The Company shall notify the term or week-to-week writer that he/she is an additional writer at the time of his/her employment, or (as to a writer already employed) when he/she is assigned as an additional writer.

E. 1. What Minimum Compensation Covers

All writing services rendered by a writer also employed in additional capacities up to and including rewrites shall be deemed to be compensated by the minimum compensation provided for such writer pursuant to Paragraph K. of this Article 14.

2. All formats, stories and teleplays written by such writers during their employment as writers also employed in additional capacities shall be separately compensated, without any offset, credit or allocation of any kind against or by any other compensation of any kind due said individual. Notwithstanding the foregoing, with respect to any writer hereunder who is guaranteed compensation of at least one hundred thousand dollars (\$100,000.00) for up to fifty-two (52) weeks of employment for both writing and non-writing services, the Company shall have the right to credit such compensation freely against the compensation which otherwise would be due to said writer for the writing of any literary material during such employment (but not against residuals or the program fees provided for in Paragraph G. below) or for non-writing services. In the event of such crediting, the applicable minimum compensation for writing services set forth in Paragraph K. below shall be credited at no less than one hundred ten percent (110%) thereof, and the compensation for the writing of stories and teleplays for non-pilot one-time programs ninety (90) minutes or longer shall be credited at no less than one hundred fifty percent (150%) of the applicable minimum therefor (but this provision shall not be construed to increase the writer's compensation for any other purpose under this Basic Agreement, such as, but not limited to reruns and theatrical uses). In such event, the base amount upon which the Company shall compute Pension and Health contributions with respect to such employment shall be two hundred fifty thousand dollars (\$250,000.00) for contracts entered into on or after May 2, 2017 and two hundred seventy-five thousand dollars (\$275,000.00) for contracts entered into on or after May 2, 2018, except that the base amount shall remain at two hundred fifty thousand dollars (\$250,000.00) for writers employed under this Article 14.E.2. and guaranteed compensation of two hundred fifty thousand dollars (\$250,000.00) or less.⁸ If the period of guaranteed employment is longer than fifty-two (52) weeks, the applicable base amount for computation of contributions referred to above shall be increased proportionately. If the period of guaranteed employment is

⁸ See Sideletter to Article 14.E.2 - Pension Plan and Health Fund Contributions for Article 14.E.2. writers on page 581.

shorter than fifty-two (52) weeks, the applicable base amount for computation of contributions shall be decreased proportionately. As to contracts in effect on March 1, 1985, the Company may elect to pay pension and health contributions according to the formula set forth above or according to the formula in the 1981 MBA.

3. **Writers Not Considered to be "Writers Also Employed in Additional Capacities"**

In any case in which a writer is employed to write one or more formats, stories or teleplays, or any combination (with or without options) of formats, stories or teleplays, on a freelance basis, concurrently with his/her employment as a producer, executive producer, associate producer or story editor, and whether or not such freelance employment is entered into at the same time as he/she enters into his/her employment in such other capacity or at a different time or times, such person shall not, by reason of such freelance employment, be deemed to be a "writer also employed in additional capacities" for any of the purposes of this Article 14, and this Article 14 shall in no way apply to such employment, notwithstanding anything to the contrary in this Article 14.

F. 1. **Becoming a "Writer Also Employed in Additional Capacities" After Initial Employment**

If an individual is initially employed as an executive producer, producer, associate producer or story editor, but not as a writer, so that at the time of such employment such individual is not a "writer also employed in additional capacities" as defined in Paragraph A. of this Article 14, but if, during such employment, such individual, with the knowledge and consent of the Company, performs services as a writer for the series for which he/she is employed in such additional capacity, such individual shall, from the time he/she starts to perform such services as a writer, be deemed to be employed as a "writer also employed in additional capacities" for the purposes of this Article 14, except that: (a) if such writing services are limited to those described in subparagraphs (a) to (h), inclusive, of Article 1.C.1.a. of this Basic Agreement and to those described in subparagraph E.3. of this Article 14; or (b) if such person is not a "writer," by reason of the provisions of the third paragraph of said Article 1.C.1.a. (immediately following said subparagraph (h)) and such writing does not qualify him/her as a "writer," then in any of said excepted cases, such employment of such individual shall not be subject to this Paragraph F. With respect to contracts in existence on the date of execution of this Agreement, providing for employment as an executive producer, producer, associate producer or story editor, but not for employment as a writer, and which do not contain an express provision that the employee shall not render services as a writer, or is not employed to render services as a writer, such contracts shall be deemed to include such a provision for the purposes of this Paragraph F., if the Company serves written notice on

such person to the effect that such person shall not render services as a writer (other than the excepted services referred to above in this subparagraph 1. and in subparagraph E.3. of this Article 14).

2. Duration of Services

A person who becomes a writer also employed in additional capacities pursuant to subparagraph 1. of this Paragraph F. shall continue to be employed as a writer in connection with the respective series on a term contract basis for a period coterminous with the remainder of the duration or term of his/her employment in the other capacity or capacities in relation to such series during the respective production season or until the completion of principal photography of all programs of such series produced during such production season, whichever is the earlier, subject to the following provisions of this Paragraph F. and to the provisions of Paragraph I. of this Article 14. In such case, the Company shall have the right to allocate to his/her services as a writer no less than the appropriate minimum compensation for a writer also employed in additional capacities as provided in Paragraph K. of this Article 14.

3. Notwithstanding anything to the contrary in this Paragraph F., if such person is an "additional writer," as defined in Paragraph C. of this Article 14, then such person shall be deemed to be employed as a writer and also in additional capacities, pursuant to this Paragraph F., only during the period during which he/she performs services as a writer, and such employment may be on a week-to-week, term or freelance basis.

4. Substitute Writer

Any writer employed on a term basis pursuant to this Paragraph F. may be replaced by the Company with another writer at any time during such term, provided that:

- a. the substitute writer may not be replaced during the term of his/her employment as a writer during the respective production season, except for cause;
- b. the rate of compensation payable to such substitute writer for writing shall be no less than the appropriate minimum rate of compensation provided for in Paragraph K. of this Article 14, or the rate paid to the replaced writer for writing, whichever is higher;
- c. the term of employment of the substitute writer shall be no less than the remainder of the term of employment of the replaced writer during the respective production season.

Subparagraph a. of this subparagraph 4. is to be interpreted as meaning that the Company shall pay the writer's compensation but shall not be

obligated to use such writer's services as a writer, and may employ other writers to perform such services. This subparagraph 4. does not apply to any "additional writer" referred to in subparagraph 3. of this Paragraph F.

5. The Company specifically represents to the Guild that it is not the intention of the Company to use any of the provisions of this Article 14 in such manner as to evade the purpose and intent of this Article 14. Specifically, the Company expressly represents that it is not its intention to, and agrees that it will not, use the provisions of subparagraphs E.3. or F.1. for the purpose of avoiding its obligations under this Article 14 regarding the coterminous employment of a writer also employed in additional capacities. Accordingly, when a person is employed as an executive producer, producer, associate producer or story editor with no intention that such person is to perform services as a writer, including rewrites and polishes (other than the excepted writing services referred to in subparagraphs E.3. and F.1. of this Article 14), and provided that his/her contract of employment for such other capacity or capacities provides that such person shall not render services as a writer, or is not employed to render services as a writer (other than the excepted writing services referred to in subparagraphs E.3. and F.1.):
 - a. If such person, without the Company's knowledge and consent, nevertheless does perform services as a writer on the series for which he/she is employed in the other capacity or capacities (other than the excepted writing services referred to in subparagraphs E.3. and F.1.), then promptly after the Company or the Guild becomes aware of that fact, it shall notify the other party, and said parties shall jointly and cooperatively take appropriate steps designed to prevent such person from further performing unauthorized writing services. If the Guild believes that the Company knows of and condones such person's unauthorized writing, or that it was originally the intent of the Company and its employee to evade the provisions of this Article 14, the Guild may bring the matter to arbitration (but not to grievance) pursuant to Articles 10 and 11 of this Basic Agreement. If the arbitrator rules in favor of the Guild, the arbitrator shall have the power to make a monetary award to the Guild, no part of which shall be paid or otherwise applied to the benefit of the writer, directly or indirectly. In determining the amount of such award, if any is granted, the arbitrator may consider, among other things, the amount of the minimum compensation which would have been paid to such writer had he/she initially been employed for the particular series during the particular production season as a writer and in additional capacities pursuant to this Article 14.
 - b. If such person, with the Company's knowledge and consent (and the fact of said knowledge or consent is not disputed by the Company), nevertheless does any rewriting or polishing, then such

person shall be deemed to be a term writer pursuant to Article 14.B. retroactively from the commencement of his/her employment by the Company on the particular series during the respective production season.

- c. If his/her contract of employment does not include a provision that such person shall not render services as a writer, or is not employed to render services as a writer (other than the excepted writing services referred to in subparagraphs E.3. and F.1.), and if such person nevertheless does any rewriting or polishing, then such person shall be deemed to be a term writer pursuant to Article 14.B. retroactively from the commencement of his/her employment by the Company on the particular series during the respective production season.

G. PROGRAM FEES

Each person whose employment as a writer is governed by this Article 14, whether such employment is on a week-to-week, term or freelance basis (including the "additional writers" defined in Paragraph C. of this Article 14) shall be paid a program fee for each program of a series produced for network prime time exhibition for which such writer performed services as a writer pursuant to this Article 14 (or is deemed to have performed services as a writer, as provided in Paragraph D. of this Article 14), in the following amount:

Program Fees	Effective		
	5/02/17-5/01/18	5/02/18-5/01/19	5/02/19-5/01/20
30-minute program	\$ 995	\$1,020	\$1,046
60-minute program	1,320	1,353	1,387
90-minute program or longer	1,648	1,689	1,731

Provided, however, that in no event for a particular program need the Company pay total program fees in an amount which exceeds three (3) times the applicable rate. If more than three (3) writers (a team is deemed to be one (1) writer) are entitled to receive program fees for the same program, a total sum of three (3) times the applicable rate shall be divided equally among them. Program fees may not be prepaid nor may they be offset or credited against or by any other compensation of any kind due the respective writers. Program fees shall not be included in "applicable minimum compensation" for the purposes of Article 15.B. of this Basic Agreement, but shall be included in "initial compensation" for the purposes of Article 17 of this Basic Agreement. Program fees for all episodes of a particular season of a series shall be due thirty (30) days after the completion of principal photography of the final episode of the season.

H. SUSPENSION, TERMINATION AND/OR OFFSET

Nothing in this Article 14 shall be interpreted as precluding the Company from exercising rights of suspension for cause or termination for cause under individual employment contracts, nor from exercising rights of offset, if any, in relation to an indebtedness of the writer to the Company pursuant to law, subject, however, to the provisions of Article 11.A.9. of this Basic Agreement.

I. HIATUS PERIODS

For the purposes of this Paragraph I., the following periods will be referred to as "writing hiatus" periods:

1. With respect to a writer also employed in additional capacities (except one who becomes such a writer pursuant to Paragraph F. of this Article 14 and except a story editor), the period between the date of commencement of his/her employment in a particular production season until the occurrence of the earliest of the following:
 - a. Services as a writer are performed by any writer on the respective series during such production season;
 - b. A commitment is made with a writer (other than as a writer also employed in additional capacities) for such series during such production season;
 - c. A story conference is held with a writer for such series during such production season;
 - d. Principal photography of a program of such series is started during such production season; and the period following the completion of principal photography of the last program of such series produced during such production season until the termination of such person's employment during such production season.
2. With respect to a writer also employed in additional capacities (including one so employed pursuant to Paragraph F. of this Article 14, but not including a story editor), if in a particular production season principal photography of all of the programs of the respective series theretofore ordered by the network has been completed, the period between such date of completion until the occurrence of the earliest of the following after the start of such period:
 - a. Services as a writer are performed by any writer on the respective series during such production season;
 - b. A commitment is made with a writer (other than as a writer also employed in additional capacities) for such series during such production season;

- c. A story conference is held with a writer for such series during such production season;
- d. Principal photography of a program of such series is started during such production season, provided that such period continues for at least fourteen (14) consecutive days.

The Company may suspend the employment of such person as a writer during any writer hiatus period, both as to services as a writer and compensation as a writer; provided, however, that such person's overall compensation shall be allocated or re-allocated by the Company so that there shall be no reduction in the overall compensation of such person by reason of such suspension, and provided further that the re-allocated payments are subject to contributions to an industry pension plan.

J. For the purposes of this Article 14, one-time programs including but not limited to a movie-of-the-week, and development deals for specific television programs, shall each, separately, be considered to be a "series," and the employment of an individual as a writer and in additional capacities for such a show or deal shall be governed by this Article 14; the writer also employed in additional capacities on such show or program shall receive the program fee regardless of whether such writer receives or shares in a "Written by" credit. Payment of the program fee for such show or program shall not be payable before the screen authorship credits are finally determined. If there are one or more periods of suspension of writing services between the various steps of a development deal or of a project for a show (for example, between format and screenplay, or between teleplay and production), the employment as a writer of the individual employed as a writer and in other capacities may be suspended as to services and compensation during such periods of suspension.

K. MINIMUM COMPENSATION

- 1. The minimum compensation for week-to-week and term employment for writers also employed in additional capacities shall be the following:

	Rate per week		
	5/02/17-5/01/18	5/02/18-5/01/19	5/02/19-5/01/20
a. Week-to-week & term employment up to and including 9 weeks	\$8,847	\$9,068	\$9,295
b. Term employment 10 weeks through 19 weeks	7,373	7,557	7,746
c. Term employment 20 weeks or over	6,631	6,797	6,967

The Company may employ a writer on a guaranteed episode basis. When such writer's initial guarantee is at least five (5) episodes, the minimums provided in Article 14.K.1.b. or c. shall apply to such initial guarantee based on the number of weeks such writer actually works.

2. With respect to contracts entered into on or after May 2, 2018, the overall employment period covered by the episodic guarantee for each writer employed on a guaranteed episode basis (including an "all episodes produced" guarantee) under this Article 14.K., other than a writer employed as a story editor or other contractually equivalent title, on a dramatic episodic series or serial made for television, or a High Budget SVOD series or serial, for which the full season order (including the pilot) is fourteen (14) or fewer episodes (or twelve (12) or fewer episodes for broadcast television), shall not exceed a number of weeks equal to two and four-tenths (2.4) multiplied by the number of episodes paid or guaranteed to the writer.

The writer shall be paid an additional episodic fee for each additional period worked of two and four-tenths (2.4) weeks, prorated for any period less than two and four-tenths (2.4) weeks, in excess of the overall employment period covered by the episodic guarantee. In no event shall the writer be paid less than the applicable Article 14.K. minimum for each week worked in the entire employment period.

The overall employment period shall not include any weeks during which a writer's employment is suspended pursuant to Article 26 or any weeks not worked by the writer during a hiatus.

The foregoing shall not apply to: (1) any writer who receives at least \$350,000, excluding script fees, for the then-current contract year; (2) any writer employed pursuant to Article 14.E.2.; (3) any writer employed on a "series" described in Article 14.J. (*i.e.*, a one-time program, including but not limited to a movie-of-the-week, or development deals for specific television programs); and (4) any writer employed on a multi-part closed-end series.

L. 1. Submission of Contracts to Guild

When the employment of a writer also employed in additional capacities is covered by a single contract, a copy of the entire contract shall be submitted to the Guild as provided in Article 19.C.1. of this Basic Agreement. When such employment is covered by separate contracts, the Company shall, concurrently with the delivery to the Guild of a copy of the writer's employment contract pursuant to said Article 19.C.1., deliver to the Guild a copy of those provisions of the contract governing the additional services which define or specify the term of employment.

2. Weekly Work Lists

The weekly list provided for in Article 3.A.1. of this Basic Agreement shall indicate the type of employment as a writer (week-to-week, term or freelance), the series for which the person is employed as a writer, whether the writer is also employed in additional capacities and, if so, in what additional capacities. Such list shall also include the names of persons, if any, who perform services as writers during the respective week (other than services described in subparagraphs (a) to (h), inclusive, of Article 1.C.1. of this Basic Agreement), but who are not "writers" because of the provisions of the third paragraph of said Article 1.C.1.a. (immediately following subparagraphs (a) through (h)). If such a person is included, the list shall state that he/she is excepted as a "writer" pursuant to Article 1.C.1.a. of this Basic Agreement. Apart from the mere listing of names, as required by Article 3.A.1., any information once given in the report pursuant to this subparagraph L.2. need not be repeated in subsequent reports unless there is a change in the information previously given.

M. BETTER TERMS

Nothing contained in this Article 14, including the rights of the Company to allocate compensation and to terminate or suspend employment as a writer as above set forth, shall prevent any such writer from negotiating and contracting with the Company for better terms for the benefit of such writer than are provided in this Article 14. Only the Guild shall have the right to waive any of the provisions of this Article 14 on behalf of or with respect to such writer.

ARTICLE 15 - TELEVISION EXHIBITION

A. THEATRICAL

1. Pre-1960 Motion Pictures

As to all motion pictures, the principal photography of which commenced prior to June 13, 1960, the Guild agrees that it does not and will not, either during the term of this Basic Agreement or at any time thereafter, make any claim for compensation for or with respect to the exhibition of such motion pictures on television.

2. The provisions of this subparagraph 2. relate and apply only to theatrical motion pictures as defined in Article 1.A.2.:
 - a. produced by the Company or within the provisions of subparagraph 3.h.(1) of this Article 15.A.; and

ARTICLE 66 - TRAINING PROGRAM FOR EPISODIC TELEVISION WRITERS

Under the 2004 WGA Theatrical and Television Basic Agreement, a labor-management cooperative committee was established pursuant to Section 6(b) of the Labor Management Cooperation Act, 29 U.S.C. Section 175a, for the creation of a Training Program for Episodic Television Writers ("Training Program"). The purpose of the Training Program is to provide training to episodic writers who are or have been also employed in additional capacities under Article 14 in order to enable them to develop the skill sets required to be a successful showrunner/executive producer. The program will focus on various subjects, including defining the scope of the showrunner/executive producer's responsibilities, providing practical training in management and production principles, examining philosophical approaches to problem solving at the showrunner/executive producer level, and managing the costs of series television. A primary goal of the Training Program is to expand and improve working relationships between labor and management and to explore innovative approaches to achieving organizational effectiveness.

The Companies and the Networks (the latter consisting collectively of American Broadcasting Companies, Inc., CBS Broadcasting Inc., National Broadcasting Company, Inc. and NBC Studios, Inc.) will contribute in the aggregate the following sums to the WGA-supervised fund, to be used as funding for the purpose of implementing the Training Program described herein: (A) a payment of \$250,000 to be made within thirty (30) days following ratification of this 2017 WGA Theatrical and Television Basic Agreement or within thirty days after May 2, 2017, whichever is later, and (B) thereafter, two additional payments in the amount of \$250,000 each, to be paid upon the effective date of the second and third regularly-scheduled minimum increase during the term of this Basic Agreement.

One representative of the Companies, to be appointed by the AMPTP, and one representative appointed by the Networks, shall serve as consultants to the Training Program.

The Companies and the Networks agree to cooperate in the implementation of the Training Program by, for example, providing appropriate personnel to participate in panel discussions or other training sessions and by providing materials such as sample budgets.

The WGA shall periodically report on the status of the Training Program to the Committee on the Professional Status of Writers - Television. The Committee shall review the Training Program as each group of candidates completes the Program.