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CONSTITUTION AND BY-LAWS
OF
WRITERS GUILD OF AMERICA, EAST, INC.

ARTICLE I

NAME AND SEAL

The name of this corporation shall be WRITERS GUILD OF AMERICA, EAST, INC. Its seal shall be of a design adopted by its Council. Its principal office shall be in the County of New York, City of New York, State of New York.

ARTICLE II

OBJECTIVES

The objectives of the Guild are:

Section 1.

To promote and protect the professional and artistic interests of all creators and adapters of literary and journalistic material in the fields of radio, free television, pay television, basic cable television, informational and interactive programming, online media such as the internet and mobile devices, video discs/video cassettes, computers and theatrical motion pictures and other related industries, as such fields are currently constituted or as they may be reconstituted as a result of any developments or discoveries in fields involving any means of production, exhibition or distribution currently in development or as yet unknown.

Section 2.

To represent members of the Guild for the purpose of negotiating, enforcing and administering of collective bargaining agreements.

Section 3.

To promote fair dealing and to cultivate, establish and maintain cordial relations, unity of action and understanding among all writers, and to adjust, arbitrate, settle or otherwise resolve disputes relating to the work of members, their ownership of or other interests in written material, and to promote and cultivate fair dealing, cordial relations and understanding between this Guild, its members, and other professional writers, on one hand, and organizations, groups or individuals with whom they have mutual aims or interests, or with whom they work or have business or professional dealings, on the other hand.

Section 4.

To correct abuses to which members may be subjected and to assist members in securing equitable contracts, satisfactory working conditions, and fair return in all dealings with employers and others with whom they have professional relations and to establish and enforce standard minimum contracts and Codes of Fair Practice.

Section 5.

To stimulate an interest in and demand for, and to actively participate in, efforts to obtain adequate copyright legislation, both domestic and foreign, and to promote better copyright relations between the United States and other countries.

Section 6.

To cooperate and/or to enter affiliation agreements where necessary or desirable with other groups or organizations having objectives or interests in common with the Guild.

Section 7.

To protect the rights and property of the Guild and its members both at law and under the provisions of this Constitution and By-Laws, and to do any and all things necessary, desirable or proper to promote the welfare and interests of the Guild, its members and all professional writers, and to carry into effect or to further any of the foregoing purposes.

ARTICLE III

GOVERNMENT AND ADMINISTRATION OF THE GUILD

A. The Guild

Section 1. Governing Body

The governing body of this Guild shall be known as the Council and shall consist of twenty (20) members plus the Officers. The Officers of the Guild shall be a President, three (3) work sector Vice Presidents, and a Secretary-Treasurer.

Section 2. Power and Authority of the Council

The Council of the Guild shall have exclusive power and authority, unless otherwise indicated elsewhere in this Constitution and By-Laws, with respect to the following matters:

(a) the employment and discharge of the Executive Director subject to the provisions of Section 3 hereof. The Council must hire outside counsel to represent the membership in contractual dealings with the Executive Director;

(b) the exercise of all rights and authority of the Guild and the Council as such rights or authority shall be granted or specified in any and all Articles of this Constitution and By-Laws;

(c) the appointment of both standing and ad hoc committees to consider, take action or report to the Council as the case may be, in accordance with and to the extent of the authority delegated by the Council;

(d) the determination and implementation of Guild policy with respect to governmental legislation consistent with the objectives of this Guild;

(e) the organization of additional groups or writers not presently within the jurisdiction of the Guild and the invitation to existing organizations of writers not a part of this Guild or the Writers Guild of America, West, Inc. to become affiliates of this Guild;

(f) the establishment and maintenance of affiliations and the entering into of agreements with other groups of writers either within or without the United States;

(g) the establishment and maintenance of uniform terms and conditions under which Guild members may be represented by agents in connection with their services or the sale or licensing of their literary or journalistic material;

(h) the establishment and maintenance of public relations policies of the Guild;

(i) the establishment and maintenance of a registration of literary and journalistic material;

(j) the ownership and control of the funds and property of the Guild;

(k) the construction and interpretation of the provisions of this Constitution and By-Laws;

(l) the administration of minimum basic agreements, Codes of Fair Practice and other standard contracts with respect to the employment of writers as well as those working in related areas in the theatrical motion picture, free television, pay television, informational and interactive programming, online media such as internet and mobile devices, video discs/video cassettes, computers, radio and other related industries and through technology whether or not presently used or devised, for the preparation of literary or journalistic material or the acquisition of literary or journalistic material or other material previously unpublished and unproduced in any other media, and the rights and licenses with respect thereto, subject to the provisions of Article IX.

(m) the appointment of four (4) Guild Trustees to the Producer-Writers Guild of America Pension Plan and the Writers Guild-Industry Health Fund by the Officers and members of Council who are or have been covered by a collective bargaining agreement under which contributions to these Plans are made.

Section 3. Executive Director and Counsel

The Council shall select an Executive Director.

The Executive Director shall be responsible for and shall have all the authority necessary to carry on the daily administration of Guild business, which authority shall include but shall not be limited to the power to employ, discharge, direct and control personnel, to develop and implement Guild policies and programs, to negotiate or participate in the negotiation of collective bargaining agreements and to supervise and correlate the work of committees and other intra-Guild activities. The Executive Director shall work under the direction of the Council and shall report regularly thereto.

At the May Council meeting each year, the Executive Director shall report to the Council on the state of the Guild and present projections, goals and a budget for the coming year. The presentation of this report shall be followed by a meeting of the Council in executive session, the substance of which shall be reported to the Executive Director by the Executive Committee.

Section 4. Executive Committee

There shall be an Executive Committee comprised of the President, the three (3) work sector Vice Presidents, and the Secretary-Treasurer.

The Executive Committee shall meet monthly with the Executive Director and members of their staff and facilitate communications between the Council and the Executive Director as well as oversee membership and financial matters.

ARTICLE IV

MEMBERSHIP

Section 1. General

There shall be four (4) classes of membership in this Guild, Current, Lifetime, Post-Current and Non-Current.

Section 2. Membership Classes

(A) Current Membership

Any person engaged by a Signatory to the applicable Guild Minimum Basic Agreement to write literary or journalistic material, and any author of unpublished and unproduced literary or journalistic material as to which rights are sold or licensed or granted to a Signatory for use in the motion picture, radio, television or other related industries, or any member covered by a Guild collective bargaining agreement, shall be eligible for membership in the Guild.

Where writers collaborate on the same project, each shall be eligible for membership.

Upon application to and acceptance in the Guild, the applicant shall be designated a Current member. A Current member who applied for membership after January 1, 2005 shall retain they/their status for a ten (10) year period from the last day of Guild covered employment as long as the member remains in good standing. Good standing is defined as being current in all dues, fines and assessments. Any Current member who is not engaged to write literary or journalistic material for a Signatory or who does not sell, license, or grant rights in unpublished and unproduced literary or journalistic material to a Signatory for use in the motion picture, radio, television or other related industries, for a ten (10) year period shall, upon expiration of said ten (10) year period either choose Post-Current membership under Article IV, Section 2(C) or be placed automatically in Non-Current membership and said status shall continue until they/their is employed by or sells, grants, or licenses unproduced and unpublished literary or journalistic material to a Signatory and returns to Current membership.

Each new sale or employment shall extend Current membership from said date for an additional ten (10) years.

(B) Lifetime Membership

Notwithstanding Subsection (A) above, any member who has been a Current member for an aggregate of fifteen (15) years shall be a Lifetime member, provided they/their pays dues in accordance with Article VIII.

(C) Post-Current Membership

A Current member may elect Post-Current status when they/their no longer qualifies for Current membership. Post-Current status permits an individual to receive certain Guild services in exchange for payment of an annual service fee. Post-Current membership is available indefinitely. An individual with Post-Current membership who is then employed to write literary or journalistic material or who sells such material (as defined in Article IV, Section 2(A)) shall be automatically classified as a Current member from said date for ten (10) years.

(D) Non-Current Membership

A member who is no longer eligible for Current membership will become a Non-Current member if they/their fails to elect Post-Current membership.

A member who remains in arrears for four (4) months after receiving notification of they/their in arrears status as defined by Article VIII, Section 4 will be placed in bad standing and Non-Current membership.

A member in good standing who intends to suspend writing in all fields over which the Guild exercises jurisdiction may at they/their request become a Non-Current member. The Council, at its discretion, may reinstate a member who previously requested Non-Current membership to Current membership if the member provides the Council with notice and good cause.

Section 3. Non-Resident Writers

The Council shall have the power to admit to Current status in the Guild any person who is employed in the United States in the motion picture, radio, or television industries or related industries as a writer and who is a Current member in good standing of any organization of writers which includes among its purposes and powers the representation of professional and economic interests of writers employed outside of the United States and which does not purport to represent writers employed in the United States and which has adopted previous provisions substantially identical to the following with regard to members of this Guild.

Upon commencement of work in this Guild's jurisdiction such non-resident writers shall apply for and be admitted to membership in this Guild without the obligation to pay the initiation fee specified in Article VIII Section 5 of this Constitution although all other financial obligations specified in Article VIII shall pertain to said writers.

Section 4. Discipline, Voting, and Other Rights of Members of the Guild

Except as otherwise provided for in this Constitution and By-Laws, members of the Guild shall have only such rights as are specifically provided for in this Section. All members shall be subject to Guild discipline.

(A) Current Members - Current members in good standing of this Guild shall have the right to attend all membership meetings of the Guild, to vote on all matters subject to Article XIV, Section 6(a), to elect Guild Officers and Council members subject to Article V and applicable nomination and election policies, to receive Guild communications and to participate in all Guild activities including the holding of Guild office and the appointment to membership on all Guild committees as provided in Article V and applicable Guild policies.

(B) Post-Current Members - An individual with Post-Current status shall receive certain Guild communications, may attend Guild events, use the Guild's Script Registration Service at the reduced member rate, and join the Guild's Film Society subject to availability. In consideration for these rights and benefits, payment of an annual service fee is required. The Council may increase this fee annually if it determines an increase is justified by the increased costs of services provided. Post-Current status shall not include the right to vote, to run for office, to attend membership meetings or to serve on committees.

(C) Non-Current Members – Non-Current members shall receive no Guild communications or benefits.

(D) Members Declared in Arrears and in Bad Standing - Any member declared in arrears or in bad standing in accordance with the terms and provisions of this Constitution and By-Laws shall during such a period of in arrears or bad standing be deprived of all of the rights and privileges of membership, except that any such member shall not be deprived of any right to which such member would otherwise be entitled as against a producer or agent, by reason of any contract between the Guild and such producer or agent, or by reason of any minimum terms or standards maintained by the Guild affecting any such producer or agent, and further provided that the foregoing shall in no way preclude or inhibit the Guild from invoking any Guild Shop provision contained in any agreement it may have with any producer or agent insofar as such Guild Shop provision may be applicable to any member in arrears or in bad standing.

Section 5. Resignation

By accepting membership in the Guild, members agree that the continuation of membership status and the applicability of discipline to all members, especially during times of negotiation with employers or during strikes by the Guild, is essential to their welfare and necessary for solidarity and to achieve the objectives of the Guild. Each member therefore agrees with the other members to be subject to discipline pursuant to Article X, and as follows:

A member's resignation from the Guild shall be effective immediately if the tender of resignation is in writing, signed by the member, and is personally delivered and receipted for by an officer or employee of the Guild or mailed by certified or registered mail to the Council of the Guild. The Council may not withhold acceptance of the resignation, except that the Council may at its first regular meeting after the tender of resignation, request the member to reinstate they/their membership. If the member then chooses to be reinstated in the Guild, they/their rights shall not be impaired by they/their tender of resignation.

Section 6. Application Procedure

Any person eligible for membership in this Guild shall make application therefor to the Executive Director who shall refer such application to the Executive Committee.

The Executive Committee shall investigate such application and certify to the Council the applicant's eligibility to membership in the Guild.

The Council shall accept the Committee's report unless not less than one-third of the members of the Council shall protest such report in which event the Committee shall be required to present to the Council an itemized and detailed statement of the applicant's record of employment as a writer. The Council shall then determine the eligibility of such applicant on the basis of the statement presented.

Changes in membership status in accordance with the requirements and limitations of the provisions hereof shall also be subject to the approval of the Council in the same manner as before provided with respect to the admission of members.

Section 7. Member Work Sectors

(A) There shall be three (3) member work sectors: Film/TV/Streaming; Broadcast/Cable/ Streaming News; and Online Media.

(B) The Guild shall determine a member's work sector based on the most recent collective bargaining agreement under which the member is working or has worked, provided that a member who has worked or is working under more than one Guild collective bargaining agreement may appeal their placement in accordance with procedures approved by Council.

ARTICLE V

ELECTION, TERM OF OFFICE AND NOMINATION OF

OFFICERS AND MEMBERS TO THE COUNCIL;

VACANCIES; RECALL; SHOP STEWARDS

A. Officers

The Officers of the Guild shall be elected by the Current members in good standing of the Guild for a term of two (2) years as set forth below and in accordance with election policies and procedures approved by the Council¹.

B. Council Members

In addition to the Officers, the Council shall consist of twenty (20) members whose composition shall be based on the number of Guild members in each work sector.

The number of Council seats allocated to each work sector will be determined based on the number of members in each work sector provided that each work sector will be allocated no fewer than two (2) seats. Every five (5) years, by no later than eight (8) weeks before the nominations notice for the election occurring that year is sent to members, a census will be conducted and any necessary work sector seat reallocation will occur.

C. Nomination

Section 1. Nomination Procedure for Officers and Council Members

¹ For purposes of the 2022 election, Officers and members of Council whose terms have not expired shall serve for the remainder of their terms. The 2023 elections shall be conducted in accordance with the terms of this Constitution and applicable nomination and election policies.

a) Not later than July 1st, a notification shall go out to all Current members in good standing to solicit nominations for Council and Officer positions. Members may nominate themselves and/or other members for the open seat(s) for each position on Council, provided that members may only self-nominate and submit nominations for the Vice President and Council position in their work sector. All members are eligible to self-nominate or nominate for the positions of President and Secretary-Treasurer.²

b) Not later than August 1st, a notification shall go out to all Current members in good standing listing the eligible Council and Officer candidates.

c) Not later than August 31st, a notification shall go out to all Current members in good standing with a ballot that shall include the names of the candidates and the candidates' statements.

d) The nomination and election schedule may be modified by Council as it deems appropriate, subject to Article V(D)(1) below.

Section 2. Qualifications of Nominees

No member may be nominated for the position of President or Secretary Treasurer who has not been a member in good standing of the Guild for at least one (1) year preceding the election. No members may be nominated for a work sector Vice President or work sector Council position who has not been a member in good standing in that work sector for at least one (1) year preceding the election. A member may be nominated for both an Officer and Council position provided that, if the member is elected to both positions, their election as an Officer shall be effective and votes cast for such person as a Council member shall be eliminated from the balloting.

D. Elections

Section 1. Time and Place

The election of Officers and members of the Council shall take place on the third Thursday of September, provided that, for good cause, the Council may change the date of the election but not more than five (5) days before or after that date .

Section 2. Voting

Each member entitled to vote shall have the right to cast one (1) vote for the President, one (1) vote for the Secretary Treasurer, and one vote for the Vice President in they/their [their] work sector.

² For the 2022 elections, nominations will be taken for the Broadcast/Cable/ Streaming News Vice President, the Online Media Vice Presidents; six (6) TV/Film/Streaming seats; three (3) Broadcast/Cable/Streaming News seats; and two (2) Online Media seats. [confirm # after census]

Members of each work sector shall have the right to vote for the number of Council seats to be filled in their work sector.

Members may vote by mail, on-line, or in person, as provided in the nominations and election policy.

There will be an Election Committee, recommended by the prior Election Committee and appointed by Council, comprised of no more than seven (7) members in good standing who are representative of the three (3) work sectors. The members of the Election Committee shall be former members of Council, shop leaders, or other members with experience in leadership. The Election Committee will address issues that arise during the election and determine any pre- or post-election protests. A quorum of three (3) members is required for any Election Committee decision. No member of the Election Committee may concurrently serve in or run for an Officer or Council position.

E. Tenure of Office

Notwithstanding the foregoing provisions of this Article V with reference to the term of office of officers and members of the Council, it is expressly provided that any person so elected or appointed shall serve until the death, resignation, removal or disqualification of such person, or until the election or appointment of they/their successor in office.

F. Filling Vacancies

In the event of a vacancy on the Council other than the President or Secretary-Treasurer, the Officers and Council members in the same work sector may fill such vacancy with either the unsuccessful candidate from that work sector who received the most votes in the previous election or another eligible member in the same work sector.

In the event of a vacancy in the Secretary-Treasurer's position, the Officers and members of Council may fill such vacancy with either the unsuccessful candidate who received the most votes in the previous election or another eligible member.

The Council may fill up to four (4) permanent Council vacancies (excluding the Vice Presidents, the President and the Secretary Treasurer) by appointment in the manner described in the previous paragraphs. Additional vacancies may be filled only by election of the membership. Members appointed by Council to fill a vacancy may serve only until the next regularly scheduled election. Members elected to fill a vacancy may only serve until the expiration of the term of the member being replaced.

Should there be a vacancy in the office of President and fifty percent (50%) or more of the President's term remains, the Council shall call for an immediate election to

fill the vacancy. The Vice President from the same work sector as the President shall serve in the interim period as Acting President. If less than fifty percent (50%) of the President's term remains, the Vice President in the same work sector as the President shall succeed to the Presidency and serve until the next election of officers of the Guild.

Members appointed or elected to fill a vacancy shall have the power of Officers and Council members regularly elected at any annual election.

G. Recall

Any Officer or member of the Council, whether elected or appointed, may be recalled at any time as follows:

(a) For the President or Secretary Treasurer, upon a written petition for recall signed by at least thirty-five percent (35%) of Current members in good standing filed with the Council, a special meeting of the membership of the Guild shall be called and a majority vote of the Current members in good standing of the Guild voting, whether by mail, on-line or in person at such special meeting, shall be sufficient to recall the President of the Guild;

(b) For the Vice Presidents, upon a written petition for recall signed by at least thirty percent (30%) of Current members in good standing in the Vice President's work sector filed with the Council, a special meeting of the membership in that work sector shall be called and a majority vote of Current members in good standing in that work sector voting by mail, on-line or in person at such meeting shall be sufficient to recall a Vice President of the Council;

(c) For a member of Council, upon a written petition for recall signed by at least thirty percent (30%) of Current members in good standing in the Council member's work sector filed with the Council, a special meeting of the membership in that work sector shall be called and a majority vote of Current members in good standing in that work sector voting by mail, on-line or in person at such meeting shall be sufficient to recall a member of the Council; and

(d) if an Officer or member of the Council is recalled, a vacancy shall be deemed to exist and shall be filled in the manner provided in Article V(F).

H. Shop Stewards

Once every two (2) years, each online media and broadcast shop shall elect one (1) Shop Steward for every twenty-five (25) members or major fraction thereof (i.e., thirty-eight (38) or more members, two (2) Shop Stewards, etc.) but in any event each shop, regardless of the number of members, shall be entitled to at least one (1) Shop Steward.

Only Current members in good standing who have worked in the shop for at least six (6) months shall be eligible to run in such Shop Steward elections.

Procedures for such Shop Steward elections shall be promulgated by the Council in advance of elections and shall be uniformly applied to all online media and broadcast shops.

ARTICLE VI

COUNCIL AND OFFICERS

A. Council Meetings

Section 1.

The Council shall hold its regular meetings not less than once a month, at such places as the Council may designate, each such meeting to occur regularly on a given day of a given week in each month. The Council, in its first meeting following the annual election, shall determine the times for the regular meetings in accordance with the foregoing. Notice of the regular meetings of the Council shall be given by mail, e-mail or by telephone.

Section 2.

Special meetings of the Council shall be held upon the call of the President or upon the written call of the majority of the members of the Council as the case may be, filed with the Executive Director. In the latter case the call shall state the purpose of the special meeting. Upon the call of the special meeting pursuant hereto the Executive Director shall give written or oral notice of the time, place and purpose of the meeting to each member of the Council, which notice shall be not less than twenty-four (24) hours. In addition, if a matter arises that should be acted upon by the Council prior to the next regular Council meeting, the Executive Director shall be permitted to poll the Council members. However, upon being polled, any Council member may direct that the matter be held over for the next Council meeting.

Section 3.

A majority of the members (including Officers) shall constitute a quorum for the meeting. Acts of a majority of Council members at any duly called meeting of the Council at which a quorum is present shall constitute the act of the Council, except as otherwise specified herein. A majority of the members and Officers present at any meeting, whether a quorum shall be present or not, may adjourn the meeting to a fixed date without further notice to those present except the announcement at such meeting of the time and place of holding the adjourned meeting, provided that the time so fixed shall not extend beyond the next regular meeting of the Council. There shall be no voting of proxies at any Council meeting. In the event a full quorum is not present, all business shall be considered validly enacted unless the quorum is challenged.

B. Officers

Section 1.

Officers of the Guild shall be deemed to be members of the Council for the purpose of receipt of notice of meetings, participation therein, determination of a quorum and voting on all matters presented thereat.

Section 2.

The President of the Guild as the first Executive Officer of the Guild shall preside at all meetings of the Guild and of the Council and shall perform such duties as the Council may from time to time determine.

Section 3.

The Vice President of the Guild in the President's work sector, another Vice President, or a Council member appointed by the President in the Vice Presidents' absence, shall perform the duties and exercise the powers of the President in the event of the President's temporary absence and perform such other duties as the Council may from time to time determine.

Section 4.

The Secretary-Treasurer of the Guild shall have general supervision over the fiscal affairs of the Guild, shall be responsible for disbursing the funds of the Guild as needed or authorized by the Council, shall submit and explain monthly financial status reports at each Council meeting, shall participate in the formulation of the annual financial statement, shall be responsible to secure from the Executive Director an annual financial statement and shall perform such other duties as the Council may from time to time determine. The annual financial statement will be made available to members ten (10) days prior to the annual meeting.

A bond will be provided as required by federal law.

Section 5.

The Officers of the Guild may be members ex-officio of all committees of the Guild except the Election Committee, provided that with respect to the MBA negotiating committees, only the Officers who have worked or are working under the MBA, in addition to members designated by the Officers who have worked or are working under the MBA, may serve as ex-officio members of that negotiating committee. With respect to all other negotiating committees, only Officers and Council members they designate in the same work sector may serve as ex-officio members of the negotiating committee(s).

C. Orientation Meeting

First-time Council members shall attend an orientation meeting with Guild staff and a minimum of four (4) serving Council members, including MBA and non-MBA

members. The meeting shall review the Constitution, Council's powers and responsibilities, the Guild's structure and objectives, and on-going issues before the Council. The meeting shall occur in the month following the first Council meeting following the election.

ARTICLE VII

MEMBERSHIP MEETINGS

Section 1.

The annual meeting of this Guild shall be held on the third Thursday in September. The meeting shall be held in the County of New York at such an hour and place as the Council may designate for the purpose of electing officers and members of the Council, considering reports of the affairs of the Guild and for the transaction of such other business as may properly be brought before the meeting.

For good cause, the Council may fix the date for the annual meeting on other than the date above designated, but not more than five (5) days before or after such date.

Section 2.

Notice of each annual meeting shall state the place, day and hour of the meeting and shall be mailed not less than fifteen (15) days before the date of such meeting to each member at the address last registered with the Guild.

Section 3.

Special meetings of this Guild shall be held whenever called by the Council and shall also be held within thirty (30) days after being so requested in writing by at least ten percent (10%) of the Current members of the Guild in good standing, which request shall specify the purpose of such meeting. If so requested in the petition, the notice of such special meeting shall be sent to the membership with such statement of reasonable length relevant to the call of the meeting as shall be prepared and submitted with the petition.

Special meetings shall also be called at the time and place for the purpose designated in any resolution adopted to that end at any membership meeting.

Notice of the time and place of special meetings shall be sent to each member entitled to attend such meeting at least twenty (20) days prior to the date of said meeting, provided, however, that ten (10) days notice shall be sufficient if such notice is made by telephone or sent by fax, by overnight mail or e-mail to each member whose address is outside a radius of five hundred (500) miles from the place from which the notice is sent.

Notwithstanding anything to the contrary herein contained, the Council may call a special membership meeting on forty-eight (48) hours' notice to each member entitled thereto by fax, telephone, overnight mail, e-mail or by any other means of

communication which shall give actual notice within a short period of time, solely in the case where (a) such membership meeting is called for the purpose of discussing and taking action on the authorization and/or issuance of a restraining order; or (b) a restraining order has been authorized and/or issued and the membership meeting is being called to discuss and take action on matters pertaining thereto; or (c) for the purpose of ratifying a collective bargaining agreement.

Section 4.

Only Current members in good standing have the right to attend membership meetings.

Only Current members in good standing have the right to vote at Guild meetings.

Any member having a right to vote at a meeting pursuant to the provisions of this Section, who is absent from such meeting, may vote by giving a written proxy to any other member who is entitled to vote and who will be present at such meeting or by mailing or personally delivering such proxy to the Guild for transmittal to such member, provided that a proxy may only be given to be voted at a particular meeting, the date of which is to be specified in such proxy. The Guild may also receive fax copies of such proxies. Any proxy purporting to authorize its holder to vote at more than one meeting shall be null and void. Proxy votes are not permitted for the election of Officers and Council members or for the assessment of dues.

Section 5

Between annual meetings, the Council may submit any matter over which it has authority to the membership for a vote by mail without a meeting. Notwithstanding the generality of the foregoing, a mail ballot on any of the following matters shall be valid only if conducted in conjunction with a duly called and held annual or special meeting of the Guild, at which meeting such measure is considered and voted upon:

(a) any restraining order or other measure directly affecting the interruption or resumption of work or the disposition of material except any order issued pursuant to Article IX, Subdivision (c), Section 4, hereof;

(b) in accordance with Article IX, any collective bargaining agreement or Code of Fair Practice affecting a substantial portion of the membership or any amendment, extension, termination, or cancellation thereof;

(c) any measure relating expressly to the corporate integrity of the Guild such as a merger or affiliation; or

(d) any amendment to this Constitution.

Section 7.

In accordance with Article IX, for the purposes of collective bargaining ratification, ten percent (10%) of the pertinent bargaining unit present in person, or in

conjunction with proxy votes, mail and e-mail ballots received from members within said unit, will constitute a quorum.

Section 8.

All action taken at meetings shall be by a majority of those voting on the question, except as otherwise provided in this Constitution and By-Laws.

Section 9.

At the opening of each annual meeting any Current member in good standing may request new business to be placed on the agenda of the meeting, and the presiding officer shall keep the agenda open for a reasonable length of time after the opening of the meeting.

Upon the closing of the agenda, the presiding officer shall announce to the meeting every proposal or resolution on the agenda submitted prior to the close thereof.

Section 10.

The Guild shall make no loan or contribution in excess of five thousand dollars (\$5,000) or more per year except as provided below unless a resolution approving such measure shall be adopted at a meeting of the Council.

The Council and Executive Committee may provide the Writers Guild of America, East, Foundation with up to but not exceeding twenty-five thousand dollars (\$25,000) per year without the vote of the membership. Office services and space shall be offered in addition, as available, at the discretion of the Council.

Section 11.

To the extent reasonably practicable under the circumstances, the presiding officer at every Guild membership meeting shall conduct such meetings in accordance with Robert's Rules of Order.

ARTICLE VIII

DUES, ASSESSMENTS AND FINANCES

A. Dues and Assessments

Section 1.

The basic dues of each Current member shall be charged each quarter. The basic dues may be increased by a majority vote of the Current and Lifetime members in good standing of the Guild by mail or on-line voting.

Section 2.

In addition to the basic dues, each Current member of the Guild shall pay at the end of each quarter of the Guild's fiscal year dues as follows:

(a) an amount equal to one and one-half percent (1-1/2%) of such member's gross income from the sale or licensing of literary or journalistic material previously unpublished and unproduced in another medium and they/their earnings from the engagement of they/their services for and in connection with the writing of literary or journalistic material for use in the production of theatrical motion pictures, radio and television programs, programs in other related industries, and for programs produced for pay television, basic cable television, video discs/video cassettes, online media such as internet and mobile devices or any other means of exhibition or distribution as yet unknown during the quarter then ended; provided, however, that the Council may, in its discretion, make reasonable membership classifications and in applying said percentage may waive entirely or set a lesser percentage assessment, providing such assessment shall be applied uniformly with respect to members of each classification;

(b) the amount of ten dollars (\$10) as and for a quarterly bookkeeping charge, and a late fee assessed as one-quarter percent (1/4%) of dues owed provided, however, that if the amounts provided for in (a) above shall be paid within a seven (7) week period following the date upon which such amounts become due or if a statement shall be filed within a three (3) week period that no amount is due, such bookkeeping charge shall be waived and no late fee shall be assessed;

(c) any monies paid to a corporation, a substantial amount (in no event less than twenty-five percent) (25%) of the stock of which is either owned or controlled by a member of the Guild, shall be deemed to be said member's gross income for the purposes of this Section if such monies are paid for said member's writing services or the sale or licensing of they/their literary material as described in (a) above.

Section 3.

The Council may levy special assessments upon the members of the Guild upon condition that the same be authorized by two-thirds (2/3) of the Current members voting at an annual or special membership meeting called for that purpose or by a mail ballot.

Section 4.

A member shall be considered In Arrears who does not pay an initiation fee in compliance with Section 5. below, or who does not pay dues, a bookkeeping fee, a late fee or a special assessment in compliance with Sections 2a., 2b., or 3 above, respectively.

A member who remains In Arrears for four (4) months after being notified of they/their In Arrears status may be declared to be in Bad Standing.

A member shall be reinstated upon the payment of the member's outstanding balance of the initiation fee, dues, bookkeeping fee, late fee and/or special assessment.

Section 5.

The Council shall have the right to impose an initiation fee with respect to all persons who shall apply for membership in the Guild. The Council may, in its discretion in imposing such initiation fee, make reasonable membership classifications and apply such initiation fee in greater or lesser amounts among such classifications; provided, however, that the fee so imposed shall be applied uniformly with respect to the members of each classification; and provided further that in no event shall the amount of any such initiation fee applied to such classification exceed the sum of one thousand dollars (\$1,000) for staff members or fifteen hundred dollars (\$1,500) for Film/TV/Streaming members or be less than the sum of one hundred dollars (\$100).

However, if the fee imposed for a certain membership classification is less than one thousand dollars (\$1,000), upon entering a new classification such member shall be required to pay the remainder of the one thousand dollar (\$1,000) fee.

In addition the Council may from time to time waive the initiation fee for certain membership classifications such as new staff bargaining units.

Section 6.

The Council may, in its discretion, waive the basic dues set forth in Section 1 hereof with regard to members who have not been employed or sold literary material during the preceding quarter, where said member is either qualified for a full pension under the Pension Plan provisions negotiated by the Guild, or is fully disabled; except that no such waiver granted to a disabled member shall be for a longer period of time than said member has previously enjoyed Current status.

B. Guild Finances

Section 1.

All membership dues as well as any assessment authorized by the membership shall be paid directly to the Guild.

Section 2.

Subject to the provisions of Sections 3, 4, and 5 hereof, all Guild income shall be used and disbursed for Guild purposes as such use and disbursement shall from time to time be authorized and directed by the Council.

Section 3.

Within ninety (90) days after the end of each fiscal year the Secretary-Treasurer of the Guild shall compute the gross income of the Guild during such year and shall subtract therefrom the total expenditures for such year, plus an amount equal to fifteen percent (15%) of such gross income to whatever the extent there shall be a surplus available therefor at such time, which is to be set aside for emergency purposes. The emergency fund shall be limited to and maintained at a sum of three hundred thousand dollars (\$300,000) and when such limit is reached no additional sums shall be set aside for emergency purposes unless such limit be increased upon a vote of two-thirds (2/3) of the members of the Council, provided further, however, in no event shall the annual allocation for the emergency fund exceed fifteen percent (15%) of the Guild's annual gross income. If there shall not be a sufficient surplus to provide for the fifteen percent (15%) emergency fund as herein provided in any given year, then the amount of the deficiency shall be added to the allocation of the emergency fund in the following years in order that there shall be an average allocation of fifteen percent (15%) of the gross income of the Guild for the emergency fund, provided further, however, that in any event the emergency fund shall be limited to three hundred thousand dollars (\$300,000) unless increased in the manner prescribed heretofore. Withdrawals from the emergency fund shall be authorized by a vote of two-thirds (2/3) of the Council and, in the event of such withdrawal, the membership will be advised as to the amount of such withdrawal and reasons therefor.

Section 4.

There shall be a Strike Fund, which shall be maintained in a segregated account for the purpose of providing financial assistance to eligible members during strikes.

Monies which comprise such Strike Fund shall be administered by the Executive Director with the approval of the Executive Committee.

Section 5.

The Council may not make or authorize the expenditure of Guild funds for any purpose other than to defray normal and necessary expenses incident to the operation of the Guild, pay strike benefits from the Strike Fund and administer its basic agreements and codes without the approval of the Executive Committee.

An affirmative vote of one-third (1/3) of the total members of the Council present at a duly called and held meeting thereof shall be sufficient to require the referral of any particular expenditure to the Executive Committee.

C. Fiscal Year

The fiscal year shall commence on April 1.

ARTICLE IX

NEGOTIATION AND RATIFICATION OF COLLECTIVE

BARGAINING AGREEMENTS; RESTRAINING ORDERS

A. Preparation and Approval of Demands

Section 1.

Only WGAE Officers and Council members covered by the MBA may exercise the appointment authority and vote on the matters described below in Section (A)(1) and only the members of the WGAE covered by the MBA may vote on all matters described in this Section.

All collective bargaining agreements and Codes of Fair Practice providing for nationwide uniform minimum conditions of employment or acquisition of literary or dramatic material shall be negotiated and ratified in the following manner:

(a) The negotiating committee for such negotiations will consist of a total of seventeen (17) members. The WGAW Board and WGAE Council shall each appoint delegates and alternates to the negotiating committee in such respective numbers as are proportional to the number of members each Guild represents out of the total number of members eligible to vote on the collective bargaining agreement or Code of Fair Practice under negotiation, provided that each Guild shall have the right to appoint no fewer than four (4) members. At least two (2) members of the Board of Directors shall serve on such committee.

(b) The Committee shall proceed to draft a set of demands to be submitted for the approval of the Councils and thereafter the pattern of such demands shall be presented to the membership of each Guild. The Council in the area of primary interest shall vote first upon the demands and then the other Council shall vote. If a majority of the Council of the Guild in the area of primary interest shall disapprove of the demands, they shall be referred back to the negotiating committee for further study, revision and resubmission to the Council as aforesaid. If a majority of the Council in the area of primary interest shall approve and the vote of the Council in the area voting second is contrary to the vote of the area of primary interest by a two-thirds (2/3) vote, the votes of both Councils shall be counted on a cumulative basis to determine the approval or disapproval of the demands. If, on such basis, the demands are disapproved they shall be referred back to the negotiation committee for further study, revision and resubmission to the Councils. Following approval by the Councils, the demands shall be submitted to the membership of the Guild in the area of primary interest, (i.e., the geographic area where such negotiations are to be principally conducted) which shall vote first, and then the other Guild shall vote. If a majority of the combined voting membership of the Guilds shall disapprove of the demands they shall be referred back to the negotiating committee for further study, revision and resubmission to the Council and membership as aforesaid.

(c) Upon a set of demands being approved pursuant to the above-described procedure the negotiating committee shall commence to negotiate thereon with the persons, firms, or corporations with whom agreement is being sought. Such negotiations shall continue until the committee shall recommend either the

ratification of terms agreed upon or cessation of negotiations and the imposition of a restraining order to support its demands. If it shall recommend ratification, such recommendations shall be submitted to and shall be considered by the Councils and memberships in the same manner as is provided for in the next preceding paragraph with respect to the submission of the original demands. If such recommendation is disapproved by a majority of the combined members of the Councils or of the memberships the reason for such disapproval shall be conveyed to the negotiating committee for further study and action thereon.

Upon the terms of such agreement or Code being ratified and approved by the Board and membership as above provided, the agreement or Code shall be referred to the Guilds for execution in the manner hereinafter provided.

Section 2.

Only WGAE Officers and Council members in the applicable sector may vote on the matters described below in Section (A)(2), and only members covered by these collective bargaining agreements may vote on all matters described in this Section.

All collective bargaining agreements and Codes of Fair Practice other than those provided for in Section 1 and Section 3 hereof shall be negotiated in the following manner.

The Council shall appoint eleven (11) members of the negotiating committee. At least one (1) member of the Council shall serve as one of the aforesaid members of the negotiating committee.

In the event of negotiations relating to online media or local broadcast shops, the negotiating committee shall ~~may consist of five (5) members~~ include ~~ing~~ the shop steward, one other member of the shop, and one member of the Council, and the number of additional members the committee deems appropriate.

The Committee shall proceed to draft a set of demands which shall be submitted for approval of the Council and thereafter the pattern of such demands shall be presented to the membership. If a majority of the Council or of the membership shall disapprove of the demands in whole or in part, they shall be referred back to the negotiating committee for further study, revision and submission to the Council and membership.

Section 3.

Only WGAE Officers and Council members covered by the MBA may vote on the matters described below in Section (A)(3), and only the members of the WGAE covered by the MBA may vote on all matters described in this Section.

The negotiating of any collective bargaining agreement or Code of Fair Practice relating to the employment of a writer or the acquisition of literary or dramatic material or rights therein for the purpose of producing a motion picture intended

primarily for release and distribution to pay television as herein before defined shall be conducted in the following manner:

(a) The negotiating committee shall consist of ten (10) representatives chosen by the Council, and a non-voting Chairman designated by the Council from among its own members.

(b) The Committee shall proceed to draft and submit a set of demands to the Council and to the membership of the Guild for approval, in that order. If either a majority of the Council or the membership shall disapprove of such demands they shall be referred back to the negotiating committee for further study, revision and resubmission to the Council and the membership.

Section 4.

Notwithstanding the foregoing, the Council may make recommendations to negotiating committees on bargaining priorities and issues that may be common to all work sectors and collective bargaining agreements.

B. Ratification

Section 1.

Only WGAE Officers and Council members covered by the MBA may vote on the matters described below in Section (B)(1) and only the members of the WGAE covered by the MBA may vote on all matters described in this Section.

The ratification of all collective bargaining agreements and Codes of Fair Practice referred to in Section 1 of Subdivision A hereof shall follow the procedure therein provided for.

Section 2.

With respect to collective bargaining agreements covered by Section 2 of Subdivision A above, only WGAE Officers and Council members in the applicable sector may vote on the matters described below in Section (A)(2), and only members covered by these collective bargaining agreements may vote on all matters described in this Section.

With respect to collective bargaining agreements covered by Section 3 of Subdivision A above, only WGAE Officers and Council members covered by the MBA may vote on the matters described below in Section (B)(1) and only the members of the WGAE covered by the MBA may vote on all matters described in this Section.

All collective bargaining agreements and Codes of Fair Practice covered by Section 2 and Section 3 of Subdivision A hereof shall be ratified in the following manner:

The negotiating committee referred to in Sections 2 and 3 of Subdivision A shall negotiate with the persons, firms or corporations with whom agreement is being

sought until terms are agreed upon, the ratification of which the committee is prepared to recommend or until the committee desires to recommend the cessation of negotiations and the imposition of a restraining order to support its demands. If it shall recommend ratification, such recommendation shall be submitted to the Council and the membership in that order. If a majority of the Council or the membership shall disapprove of such recommendation, the reasons for such disapproval shall be conveyed to the negotiating committee which shall thereupon resume negotiations until such objections have been resolved or an impasse in negotiations has been reached. Notwithstanding anything herein contained to the contrary, in the event of negotiations relating to Staff News Shops, the ratification of the terms of any collective bargaining agreement relating thereto shall be voted upon only by members who are entitled to Current status on the basis of employment in the fields relating to the staff contracts, and by members who are covered in Section 1 of Paragraph C (Restraining Orders) of this Article. Upon the terms of such agreement or Code being ratified and approved by the Council and membership as above provided, the agreement or Code shall be executed by the Guild and the Writers Guild of America, west, Inc., as provided for in Article XIV hereof.

C. Restraining Orders

Section 1.

Only WGAE Officers and Council members covered by the MBA may vote on and participate in matters described below in Section (C)(1) and only the members of the WGAE covered by the MBA may vote in the matters described in this Section.

Restraining orders with respect to collective bargaining agreements and Codes covered by Section 1 of Subdivision A hereof shall be issued in the following manner: If pursuant to the procedures provided for in subparagraph (c) of said Section 1 of Subdivision A the negotiating committee shall recommend the imposition of a restraining order and such recommendation shall be adopted by a majority of the combined members of the Councils, the Councils shall, after approval by the memberships in the manner hereafter provided, issue orders directing all members of their respective Guild to cease rendering services to and to refrain from contracting for the sale or licensing of their literary or dramatic material to any of the persons, firms or corporations named in such orders.

The Executive Director of each Guild shall immediately thereafter proceed to ballot at a meeting, or by mail ballot issued in connection with such meeting, as authorized by Section 5 of Article VII, the voting membership of the Guild whose Council recommended the issuance of the restraining order, to determine whether such action meets with the approval of such members. The area of primary interest shall cast its ballots first and then the other area shall vote. If a majority of the combined voting membership approves the proposed action the restraining orders shall be issued. Such restraining orders shall continue until withdrawn by action of a majority of the combined members of the Boards sitting in concurrent session.

Section 2.

Only WGAE Officers and Council members in the applicable work sector may vote on and participate in matters described below in Section (C)(2) and only the members of the WGAE covered by the applicable collective bargaining agreement may vote on the matters described in this Section.

Restraining orders with respect to collective bargaining agreements and Codes covered by Section 2 of Subdivision A hereof shall be issued in the following manner:

(a) The negotiating committee shall inform the Council when an impasse in negotiations has been reached. The Council, after approval by the membership in the manner hereafter provided, shall issue an order directing all members of the Guild to cease rendering services to and refrain from contracting for the sale or licensing of their literary or dramatic material to any of the persons, firms or corporations named in such directive. Notwithstanding anything herein contained to the contrary, the voting membership for the purpose of this paragraph, in connection with so-called radio or television Staff News Shop negotiations, shall be deemed to include only those members who are then employed in said Staff Shops.

The Executive Director of the Guild shall immediately notify the Writers Guild of America, west, Inc. of such proposed action and shall also proceed to ballot at a meeting, or by a mail ballot issued in connection with such meeting, as authorized in Section 5 of Article VII, the voting membership to determine whether such action meets with the approval of the membership. If such membership approves the proposed action, the restraining order shall be issued and continued until withdrawn by action of the Council.

(b) If the Council's recommendation is not adopted, the reasons therefor shall be conveyed to the negotiating committee for further study and action thereon.

Section 3.

Only WGAE Officers and Council members covered by the MBA may vote on and participate in matters described below in Section (C)(1) and only the members of the WGAE covered by the MBA may vote in the matters described in this Section.

Restraining orders with respect to collective bargaining agreements and Codes covered by Section 3 of Subdivision A hereof shall be issued in the following manner:

(a) The negotiating committee shall inform the Council when an impasse in negotiations has been reached. The Council may then either give further instructions to the committee or, after approval by the Guild membership in the manner hereafter provided, issue an order directing all members of the Guild to

cease rendering services to and refrain from contracting for the sale or licensing of their literary or dramatic material to each person, firm or corporation mentioned in such directive.

(b) The Executive Director of the Guild shall immediately notify the Writers Guild of America, west, Inc., of such proposed action and shall also proceed to ballot at a meeting as authorized by Section 5 of Article VII, the voting membership of the Guild as to whether they are in favor of the proposed restraining order. If the membership approves such order it shall be issued and remain in effect until withdrawn by the Council.

Section 4

References to Council in this Section (C)(4) are intended to be handled in the same manner as describe in Sections (C)(1)(2) and (3) above.

Notwithstanding anything herein before contained to the contrary, the Council may, upon reasonable notice to the person, firm or corporation so charged, and after giving such party a hearing at which such party shall have been given a fair opportunity to be heard, determine that any such party having or seeking to have professional relations with a member of the Guild is irresponsible financially or otherwise or has perpetrated a fraud, has deliberately violated professional or commercial obligations or has conducted himself unfairly in any such transaction, or that by reason of they/their previous conduct it is reasonable to believe that members undertaking professional relations with him/her will probably suffer financial or professional injury, or that such party refuses to bargain collectively with the Guild.

After any such determination, and provided there is no contract in existence between the Guild and such party that prohibits such action, the Council shall thereupon have the right (subject to the terms and conditions as in the Council' s discretion shall be deemed advisable) to instruct the membership not to enter into any contractual commitments with such person, firm or corporation for the rendition of their services as writers or for the sale of their literary or dramatic material or rights therein until further notice from the Council.

The Council may withdraw such order on such terms and conditions as in the Council' s discretion shall be deemed necessary to protect the interests of all writers in their dealings with such party.

Nothing herein contained shall require the holding of a hearing (as referred to in the first paragraph of this Section 4) unless the party so charged chooses to have one.

Section 5.

References to Council in this Section (C)(5) are intended to be handled in the same manner as described in Sections (C)(1)(2) and (3), above.

If a restraining order shall be issued by Council of either Guild with respect to the negotiation of contracts or Codes of the type referred to in Sections 2 and 3 of Subdivision A of Article IX hereof or after a hearing (if required) conducted in accordance with Section 4 of Subdivision C of said Article, the Council of the other Guild upon being notified of such action shall immediately issue an order to the membership of such Guild directing them to cease rendering services to and to refrain from contracting for the sale or licensing of their literary or dramatic material to any of the persons, firms or corporations mentioned in such order. Such order shall be withdrawn upon the withdrawal or expiration of the original restraining order.

Section 6.

All Current members in good standing who are not delinquent in their dues as of the effective date of issuance of a duly authorized restraining order pursuant to subsection C1, 2 and 3 of this Article, who are employed in the bargaining unit or work under the collective bargaining agreement to which such restraining order is applicable or have lost work as a result of their refusal to cross a Guild picket line erected by virtue of such restraining order, shall be eligible to participate in the Strike Fund from the effective date of issuance until its duly authorized withdrawal.

The Special Strike Fund Committee, which shall be appointed by the Council, shall include Council members from all work sectors proportionate to the membership in those work sectors. ~~have seven (7) members composed of: (i) two (2) members who are regularly employed as freelance writers; (ii) one (1) member who is regularly employed as a freelance writer in the area of daytime television serials; (iii) one (1) member who is regularly employed under the staff contract by CBS; (iv) one (1) member who is regularly employed under a staff contract by ABC; (v) one (1) member who is regularly employed under a staff contract by an independent radio or television station; and (vi) one (1) member who is a member of the Council.~~

At least two (2) months prior to the expiration of each collective bargaining agreement, the Special Strike Fund Committee shall submit to the Council its recommendations as to the nature and terms of the financial assistance which should be made available to eligible members who would be affected by the issuance of a restraining order. In its recommendation, the Special Strike Fund Committee shall consider all factors relevant to the affected members including financial need, length of membership, length of employment, current earnings, earning history, anticipated length of strike, Film/TV/Streaming or Broadcast/Cable/Streaming News or Online Media memberships and nature of employment. In no event shall the amount of the strike loan be more than \$3,000.

Prior to the expiration of each collective bargaining agreement the Council shall make a final determination as to the nature and terms of financial assistance which shall be made to eligible members who shall be affected by a restraining order.

In no event shall more than an aggregate of seventy-five percent (75%) of the funds in the Strike Fund as of the effective date of a restraining order, be disbursed as financial assistance to eligible members affected by such restraining order.

The Special Strike Fund Committee shall disburse monies from the Strike Fund in accordance with the criteria approved pursuant to subsection (d) above. Any member to whom a disbursement has been denied either in whole or in part by the Special Strike Fund Committee may appeal such detail in writing to the Council, which shall be free to order, vary the terms of, or deny such disbursement.

D. Extension of the 1988 MBA with Amendments

Section 1. General

During the period ending May 1, 1991, members of the Council of the Writers Guild of America, East covered by the applicable collective bargaining agreement and the Board of Directors of WGA, west may initiate the expedited procedures contained in this Article IX, Section D, which shall permit receipt of an offer of an extension of the WGA 1988 Theatrical and Television Basic Agreement, with Amendments (“1992 Extension Agreement”), and shall permit all Current Guild members in good standing covered by the applicable collective bargaining agreement to vote on ratification thereof.

Section 2. Ratification

(a) Council and Board of Directors Votes

Upon receipt of an offer capable of acceptance for the 1992 Extension Agreement from the AMPTP, ABC, CBS and NBC, the members of the Council of WGA, East (“Council”) covered by the applicable collective bargaining agreement and the Board of Directors WGA, west (“Board”) shall each vote on ratification of the same. The Board shall vote first and then the Council shall vote.

If a majority of the Board shall approve ratification, the 1992 Extension Agreement shall be presented for a ratification vote by the Current members in good standing of WGA, East and WGA, west unless the Council votes by a two-thirds (2/3) majority to disapprove ratification. In this latter case, the votes on ratification of both the Council and the Board shall be counted on a cumulative basis. A majority of this combined total favoring ratification is sufficient for ratification, which shall next be voted upon by the membership of both Guilds.

If ratification of such an agreement is disapproved at this stage, the expedited procedures in Section D may be initiated on one or more additional occasions before midnight on May 1, 1991.

(b) Membership Votes

Following approval by the Council and the Board and in the manner described in Section D.2(a), the proposed amendment/extension of the 1988 MBA shall be submitted for a ratification vote by Current members in good standing of WGA, west and then by such members of WGA, East covered by the applicable collective bargaining agreement. If a majority of the voting membership of WGA, west shall approve, the 1992 Extension Agreement is ratified unless the voting members of WGA, East vote by a two-thirds (2/3) majority to disapprove ratification. In this latter case, the votes on ratification of eligible voting members from both Guilds shall be counted on a cumulative basis. A majority of this combined total favoring ratification is sufficient for ratification.

If ratification of such an agreement is disapproved by such at this stage, the expedited procedures in this Section D may be initiated on one or more additional occasions but must be completed before midnight on May 1, 1991.

If approved, the 1992 Extension Agreement shall be deemed negotiated under Article IX, Section 1, Subdivision A for purposes of Article XIV, Section 5.

E. Amendments Pursuant to the Contract Adjustment Committee of the Writers Guild of America Theatrical and Television Basic Agreement - 1992 Extension

Section 1.

Only WGAE Council members covered by the applicable collective bargaining agreements may vote in Section(E)(1), and only the members of the WGAE covered by the applicable collective bargaining agreements may vote in all matters described in this Section.

If the membership of the Guild ratifies the Writers Guild of America Theatrical and Television Basic Agreement-1992 Extension (“1992 Extension Agreement”), then the provisions of Sections 2 and 3 hereof shall apply to amendments to the 1992 Extension Agreement contemplated by the Contract Adjustment Committee provisions thereof.

Section 2.

Only WGAE Council members covered by the applicable collective bargaining agreements may exercise the authority in Section(E)(2).

The Council of the Writers Guild of America, East and the Board of WGA, west shall devise such procedures as in their discretion they deem reasonable for the formulation of proposals for amendments to the 1992 Extension Agreement so long as a canvass of member opinion is made with regard thereto and the Council and the Board appoint a negotiating committee or committees, which may vary in size, composed of Current active members of Writers Guild of America, East and WGA, west in a proportion that shall be no less favorable to the Writers Guild of America,

East than that contained in Section 1 of Article IX.A of the Guild, East Constitution (15:2), but in no event shall Writers Guild of America, East have less than two (2) Current active members on such committee or committees.

Section 3.

Only WGAE Council members covered by the applicable collective bargaining agreements may vote in Section(E)(3), and only the members of the WGAE covered by the applicable collective bargaining agreements may vote in all matters described in this Section.

Upon an amendment or amendments being recommended by the Contract Adjustment Committee, the Board (west) shall vote first and the members of the Council (East) shall vote second. If a majority of the Board shall disapprove of the amendment(s), it shall be referred back to the negotiating committee(s). If a majority of the Board (west) shall approve and the vote of the members of the Council (East) is contrary to the vote of the Board by a two-thirds (2/3) vote, the votes of both the members of the Council and the Board shall be counted on a cumulative basis to determine the approval or disapproval of the amendment(s). If on such basis the amendment(s) is disapproved it shall be referred back to the negotiating committee(s). Following approval by the Council and the Board, the amendment(s) shall be submitted to the membership of the Guild, west which shall vote first, and then the Guild, East shall vote. If a majority of the combined voting membership of the Guild disapproves of the amendment(s), it shall be referred back to the negotiating committee(s).

ARTICLE X

DISCIPLINE

A. Grounds

Section 1. General

Any member of the Guild, regardless of status, who shall be found guilty, after a hearing in accordance with the procedures herein prescribed, of crossing a primary picket line of the Guild or of any act or failure to act or any conduct which is prejudicial to the welfare of the Guild or of unfair dealing with another member of the Guild, or with an employer or purchaser or licensee of they/their material, or of failing to observe the Constitution and By-Laws of the Guild, or any work rules or strike rules of the Guild, or any lawful order of the Council, or of failing to abide by the requirements of any collective bargaining agreement or Code of Fair Practice to which the Guild is a party, or of engaging in “dual unionism” , or of writing or

submitting a “scab script” , may be suspended, declared not in good standing, expelled from membership in the Guild, be asked to resign, be censured, fined or otherwise disciplined or any combination of the foregoing.

Section 2. Dual Unionism Defined

“Dual unionism” for the purposes of this paragraph shall be defined as the holding of membership in or affiliation with any group, club, society, labor union or other organization which exercises or claims to exercise duties and functions similar to those exercised by this Guild, or which claims jurisdiction in whole or in part over matters which are within the jurisdiction of the Guild where such conduct would interfere with the Guild’s efforts to function as an institution or with its performance of its legal or contractual obligations.

Section 3. Scab Script Defined

For the purpose of this provision, “scab scripts” shall be defined to include all Guild covered literary or journalistic material which is written by order of, request of, or submitted to, a company against which the Guild is on strike whether or not the author of such material is a Guild member. For purposes of this provision, members of the Guild who, during, or subsequent to, a strike knowingly rewrite a scab script or scripts or render any writing services in connection with a scab script or scripts (including but not by way of limitation cutting, adjustment, or assignment of dialogue or action, polishing, or any other changes) are deemed to be writers of scab scripts.

Writers of scab scripts may, if members of the Guild, be punished by expulsion, by a fine, or both, as determined in disciplinary proceedings pursuant to this Article X.

Section 4. Pseudonyms

In relation to strike situations, except as permitted by the Council upon a showing of good cause, a member shall not use any pseudonym for writing credits which has not been registered with the Guild prior to the rendering of the particular writing services or sales of materials involved.

Section 5. False Statement in Membership Application

A member who is discovered after admission to membership to have sworn to a false statement in they/their affidavit submitted with the membership application shall be subject to discipline, up to and including expulsion.

Section 6. Readmission to Membership

No suspended or expelled member may be readmitted to membership in the Guild except by action of the Council, which may assess a fine and/or other conditions before readmission.

B. Procedure

Section 1 (a): Charging Party – Who May File Charges

Any Current member in good standing of the Guild, or the Executive Director (or the Executive Director's designee) may invoke these procedures by filing written charges with the Secretary-Treasurer of the Guild.

Section 1(b): Time for Filing Charges

Charges shall be filed not later than one (1) year after the alleged offense occurred, or one year after the alleged offense reasonably could have been discovered by the charging party, whichever is later.

Section 1(c): Content of Charges

Charges shall be in writing and state succinctly and as specifically as possible the nature of the alleged offense, the time, date and place of its occurrence, the name of the member being charged, and the provision(s) of the Guild Constitution, By-Laws or Working Rules violated. Charges shall be accompanied by a separate statement of all the facts and witnesses presently known to the charging party. The charges and the statement of facts shall be signed by the charging party.

Section 2. Council Determination of Charge: Dismiss or Refer to Trial Board

The Secretary-Treasurer of the Guild shall refer, as soon as practicable, a charge initiated by a member in good standing or the Executive Director (or the Executive Director's designee) to the Council for further action. The Council shall respond to the charge no later than its third regular monthly meeting after referral. The Council shall determine only whether the allegations of the charging party, if proven, would constitute an offense under the Guild Constitution, By-Laws, or Working Rules. If so, the Council shall refer the charge to a trial board. If the Council dismisses the charge, it shall so notify the charging party and state the reason for the dismissal.

Section 3. Appointment of Trial Board

Within thirty (30) days after the Council refers the charges to the Disciplinary Committee, the Disciplinary Committee Chairperson shall appoint a three (3) member trial board consisting, to the extent possible, of himself/herself as trial board chairperson, and two additional Disciplinary Committee members. If for any reason it is impractical to appoint one (1) or more members of the trial board from the members of the Disciplinary Committee, such trial board member(s) shall be appointed from Current members in good standing.

Section 4. Notice to Member Being Charged; Challenges; Continuances

After a trial board has been selected and at least fifteen (15) days prior to the trial date, a copy of the charge shall be mailed to the member being charged at they/their

last known address by certified mail, return receipt requested, together with notice of the time, day, and place of trial, and the names of the members of the trial board.

The member being charged may challenge any member(s) of they/their trial board as initially constituted, provided the challenge is in writing and is received by the Disciplinary Committee Chairperson at least seven (7) days prior to the first day of trial. Thereafter, challenges shall be for cause only and shall be directed to the trial board chairperson, who will sustain or overrule the challenges. The Disciplinary Committee Chairperson shall appoint replacements to the trial board from the remaining members of the Disciplinary Committee, or if this is impractical, from Current members in good standing. If the Disciplinary Committee Chairperson has been removed from the trial board as a result of a challenge, the Disciplinary Committee Vice Chairperson shall appoint a new chairperson from the remaining trial board members as well as appoint an additional trial board member from the remaining members of the Disciplinary Committee, or from Current members in good standing.

Should the member being charged or the charging party be unable for good cause to attend the trial on the day scheduled, the trial board chairperson, in they/their discretion, may grant a continuance.

Section 5. Trial Procedure

The member being charged shall have the right to be present at they/their trial and may be represented by a Current member in good standing. A record shall be kept of the proceedings, the method of recording to be determined by the trial board. The member being charged shall have reasonable access to the record.

The charging party shall be represented by the Secretary-Treasurer of the Guild or a Current member in good standing and shall proceed first, and present witnesses and/or other evidence (e.g. documents) in support of the charges. The member being charged may then at they/their option present witnesses and/or other evidence in they/their defense. Thereafter the charging party and the member being charged may alternate in presenting rebuttal evidence, until the trial board chairperson is satisfied that each party has had a full and fair opportunity to be heard.

Each party shall have the right to cross-examine witnesses presented by the other party. Trial board members may question witnesses in order to complete or clarify the record. A Guild attorney shall be present at the hearing to advise the trial board on procedural issues only. At the request of either party witnesses shall be sworn, the oath to be administered by the trial board chairperson. At the request of either party, witnesses may be sequestered, but neither the member being charged nor the charging party is to be excluded from the hearing room.

Section 6. Decision of the Trial Board

The trial board shall decide whether the member being charged is guilty as charged, and if so, the appropriate penalty. Neither the charging party or the member being charged shall participate in the trial board's deliberations. All decisions on issues of guilt or penalty shall be made by a simple majority vote of the trial board. The trial board shall prepare a written report setting forth its conclusions. The report shall be signed by all the trial board members and shall be submitted to the Secretary-Treasurer of the Guild.

Section 7. Council Review of Trial Board Report

The Council shall review the trial board's report at the first or second regular Council meeting following receipt of the trial board's report by the Secretary-Treasurer. The Council may affirm, reverse, or modify the trial board's conclusions regarding guilt and appropriate penalty. Neither the charging party nor the member being charged shall participate in Council discussion of the trial board's report. If the Council rejects the trial board's report, in whole or in part, it may either substitute its conclusions for those of the trial board or, in its discretion, order a new trial of one or more issues.

Within fifteen (15) days of the Council's decision, notice shall be mailed to the member being charged and the charging party by certified mail, return receipt requested. The notice shall set forth the Council's conclusions regarding guilt, penalty, whether there is to be a new trial and the scope of the new trial, if any. Unless the Council directs a new trial, its decision shall be final subject to the right to appeal set forth below.

If the Council refers the charges to a trial board for a new trial, the selection and composition of the new trial board shall proceed to the extent possible in the same manner as for an initial trial, provided no member of the new trial board shall have served previously as a member of the trial board for the same charges. All other procedures and time limits shall be the same as those for an initial trial.

Section 8. Appeal to Membership

Any member found guilty by a final decision of the Council may appeal to the membership of the Guild at the next full membership meeting. Pending such appeal any penalty imposed by the Council shall be in effect.

Notice of an appeal must be filed with the Secretary-Treasurer of the Guild within thirty (30) days after receipt of notice of a final decision of the Council. A member/appellant shall receive written notice of time and place of the next full membership meeting at least twenty (20) days in advance of the meeting.

The member/appellant may argue they/their appeal or may be represented by a Current member in good standing. A majority of the Current members in good

standing attending such meeting shall be sufficient to affirm the Council's decision or to reverse the Council's finding of guilt or reduce the penalty.

No proceeding may be commenced to review any penalty imposed pursuant to this Article unless and until the member being charged has exhausted all of they/their remedies within the Guild.

Section 9. Modification of Penalty by Council

Any penalty imposed by a final decision of the Council pursuant to this Article may be reduced or terminated by a two-thirds (2/3) vote of the Council, but only subsequent to the membership meeting where the member being charged took or could have taken an appeal.

ARTICLE XI

MEDIATION AND ARBITRATION

A. Objective

To facilitate the amicable and expeditious resolution of disputes involving members engaged in professional transactions, the Council shall establish procedures for the mediation or binding arbitration of such disputes. Disputes subject to these procedures are those concerning the authorship, ownership, and/or other interest in unproduced literary material, whether this material is original or adapted from previously exploited source material, or source material written outside the Guild's jurisdiction.

There shall be no jurisdiction to initiate a mediation or arbitration proceeding under this Article if the subject matter of a dispute, or a material portion of the subject matter, is at issue in any action or proceeding filed or pending before a local, state, or federal court.

B. Mediation and Arbitration Proceedings

Section 1. Eligibility

Current members who are in good standing shall be eligible to initiate or to participate as the responding party in mediation and arbitration proceedings.

An Inactive member is not eligible to initiate mediation or arbitration proceedings but may participate as the responding party. An Inactive member who agrees to participate shall be required to consent in writing to be bound by the same rules and procedures for mediation or arbitration as members.

If an eligible member seeks to initiate a mediation or arbitration proceeding against a person who is not a member of the Guild, and the non-member consents to participate and to be bound by the same rules and procedures as members, the

Council may, on a case-by-case basis, authorize the proceedings to go forward under this Article.

Section 2. Participation

Participation in mediation or arbitration proceedings under this Article shall be voluntary and shall not be compelled by the Guild or any member.

Section 3. Mediation

Mediation is the process of negotiating to arrive at a mutually agreed settlement of a dispute assisted by a neutral person or persons. Unlike arbitration, there is no decision imposed by an outside party. A successful mediation results in a binding written agreement created by the parties themselves. The process of mediation is generally informal, confidential and collaborative.

It is the Guild's policy to encourage members to participate in mediation prior to initiating arbitration procedures under this Article.

The Council shall establish appropriate rules and procedures for the mediation of disputes within the jurisdiction of this Article. These rules and procedures shall be in writing and provided to all members eligible to initiate mediation or arbitration proceedings under this Article.

Agreements resulting from successful mediation proceedings shall be in writing and signed by all parties. This agreement shall be a final and binding resolution of the dispute, and shall be enforceable by a party in any court of competent jurisdiction.

Section 4. Arbitration

(A) Procedures for Initiating an Arbitration

Eligible members may submit a request for arbitration to the Executive Director. The request shall contain a concise and simple statement of facts upon which the arbitration is sought and shall also state whether the parties had submitted their dispute to mediation and, if so the outcome. A signed agreement by both parties to arbitrate the dispute and be bound by the arbiter's decision shall be included with the request. If all requirements are met, the Executive Director shall refer the request as soon as practicable to the Council for review. The Council may require the members to participate in mediation as a condition to proceeding to arbitration under this Article.

(B) Expedited Procedures

A member with an interest in the outcome of an arbitration proceeding, upon a showing of good cause, may request that the arbitration be expedited. The member making such request shall state the date when an arbitration decision is needed and why. The Council may direct that the arbitration proceed on an expedited basis. In reviewing the request for an expedited arbitration, the Council shall take into

account the needs of all members involved in the case, including their ability to adequately prepare for the hearing on shortened notice.

(C) The Arbitration Tribunal

The Executive Director shall select three (3) Current members in good standing, none of whom has an interest in the proceeding other than as a Guild member, to act as a neutral arbitration tribunal. Members of the tribunal shall be selected from a pool of Current members in good standing designated by the Council for this purpose. The tribunal shall be selected as soon as practicable after the Executive Director's receipt of an agreement to arbitrate which meets the requirement of Section 4 above. The names of tribunal members shall be included in the Guild's notice of hearing. Any party may challenge a potential arbitrator providing the challenge is in writing and made within fifteen (15) days of the hearing date.

(D) Notice of Hearing

The Guild shall serve upon the parties and their designated representatives, if any, a notice of hearing not less than thirty (30) days prior to the commencement of the hearing. The notice shall state the date, time and place of the hearing.

(E) The Arbitration Hearing

The hearing shall be conducted informally with every reasonable opportunity being given to the parties to present facts and argument.

The Executive Director shall make Guild counsel available to the tribunal for consultation and advice prior to, during and after the hearing. Each party may be represented at the hearing by a Current member in good standing.

Arbitration tribunals established under this Article shall not have the authority to issue subpoenas requiring the attendance of witnesses or the production of documents. However, the tribunal has the authority to request that one or more parties make witnesses available to give oral testimony in the hearing, and/or produce documents for consideration as exhibits in the hearing.

The arbitration award is to be final and binding and shall be enforceable in any court of competent jurisdiction.

ARTICLE XII

AMENDMENTS

Section 1.

This Constitution and By-Laws may be amended by a vote of two-thirds (2/3) of the Current members in good standing of the Guild and of the Writers Guild of America, West, Inc., voting in person, by proxy, or by mail ballot at their respective annual meetings or at a concurrent special meeting called for that purpose; provided,

however, that an amendment to the provisions of this Section and Sections 2 or 3 of Subdivision A of Article VIII shall require an affirmative vote of two-thirds (2/3) of the Current members of this Guild and of the Writers Guild of America, West, Inc., attending such meeting or voting on such proposed amendment by mail.

Section 2.

No proposition to amend this Constitution and By-Laws shall be acted upon unless it shall have been authorized by resolution of the Council or shall have been presented in writing to the Executive Director signed by at least three hundred (300) Current members of the Guild in good standing. A notice containing a copy of the proposed amendment shall be mailed to each member in good standing of this Guild and the Writers Guild of America, West, Inc., together with the call for the annual or special meetings of the respective Guild. The notice and the amendment shall be mailed within the time limit specified in the appropriate Articles of this Constitution and By-Laws and the Articles of the Constitution and By-Laws of the Writers Guild of America, West, Inc. However, on any amendment affecting only the Constitution and By-Laws of WGAE, only members of WGAE shall vote; and on any amendment affecting only the Constitution and By-Laws of WGAW, only members of WGAW shall vote.

ARTICLE XIII

NOTICES

Each member of this Guild shall furnish the Executive Director with an address to which notices shall be sent and shall advise the Executive Director of any change thereof. Service of all notices shall be made either by delivering them personally, or by fax, or by mail to the member at the address last given by him/her, unless another method of delivery is specified elsewhere herein. In all cases, the required time within which notice shall be given shall run from the date the notice was transmitted.

ARTICLE XIV

AFFILIATION

Section 1. Affiliation Agreement

This Guild shall be affiliated with the Writers Guild of America, west, Inc., (hereinafter to be referred to as “Writers Guild, west” or “WGAW”). The purpose of this affiliation is to set forth a structure for a productive, cooperative, and fair relationship that will allow both Guilds to work together, allocate services and resources, and achieve their shared goals of effectively representing their existing members and organizing new writers. Each Guild is responsible for and has a right to service its own members and to enter into work-sharing agreements with the other Guild. Each Guild acknowledges that both Guilds perform work that benefits members of both Guilds, that certain matters each Guild handles often

specifically involve members of both Guilds, and that the contribution of each Guild to the national and international writing community is invaluable. All of the terms and conditions of such affiliation shall be as herein set forth, provided further that such terms and conditions shall be contained in an agreement in writing to be executed by this Guild and the Writers Guild, west.

Section 2. Rights and Obligations

Each Guild shall, except as otherwise expressly provided in this Article, conduct its affairs in its own name and for its own account, and shall not use or permit the use of the name of the other, except to make known the fact of affiliation. The Guilds shall not use each other's credit in any manner whatsoever, nor represent nor permit others to represent that either is the agent of the other except to the extent permitted hereunder.

Section 3. Membership

(a) Each Guild will exercise jurisdiction over the following geographic areas for purposes of membership ("Membership Jurisdiction"). WGAE exercises Membership Jurisdiction over the United States and its territories east of the Mississippi River, and Canada east of the Manitoba Province. WGAW exercises Membership Jurisdiction over the United States and its territories west of the Mississippi River, and Canada from Manitoba Province to the west. Each Guild shall represent all writers in its respective Membership Jurisdiction. Members outside of the United States and Canada may select membership in either Guild.

(b) A member who has not previously been a member of either Guild shall be admitted to membership in the Guild in whose Membership Jurisdiction the new member expects in good faith to spend the majority of his or her time.

(c) A Current member of either Guild who wishes to transfer they/their membership to the other Guild shall apply to the Executive Director (or designee) of the Guild of which they/their is then a member for a transfer card. Upon receipt of the request, the Executive Director (or designee) shall prepare a card certifying the member's status as a member of the Guild. The Guild receiving the request shall immediately communicate with the other Guild, and the two Guilds shall process the transfer request forthwith.

(d) The transfer of a member from one Guild to another shall not relieve the member of liability for dues or fees owed to the transferor Guild. Following any transfer, dues or fees collected by the transferee Guild shall first be transmitted to the transferor Guild to correct any delinquency in dues or fees. The Guilds shall use best efforts to collect back dues from all of their members and shall cooperate with each other in ensuring the collection of delinquent dues and fees owed by transferred members.

(e) Any member who has been transferred pursuant to this section shall relinquish all rights and benefits in the Guild from which they transferred, including without

limitation voting rights and membership rights, and shall be entitled to all rights and benefits afforded by the other Guild under its Constitution and By-Laws.

Section 4. Information Exchange

Each Guild shall furnish monthly to the other Guild the names, addresses, and dates of admission of all new members of this Guild and of the status of such members as members of the Guild; such report shall also list changes in the membership status of any members of the Guild which have taken place in the preceding month. The Guilds also agree to timely exchange all additional information relevant to each Guild's rights, responsibilities, and respective institutional functions under its Constitution and By-Laws, and any existing or future agreements between the Guilds. Private or proprietary information shall be kept confidential absent consent of the Guild providing the information.

Section 5. Signatories to Collective Bargaining Agreements and Codes

Both Guilds shall be signatories to all MBA and national broadcast collective bargaining agreements and Codes, whether negotiated individually or jointly pursuant to the provisions of this Constitution and By-Laws provided that the authority to administer such contracts shall be delegated to such Guild which has in fact negotiated and approved such contract or Codes except with respect to such contracts or Codes covered by Section 3 of Subdivision A of Article IX, and provided further that with respect to the contracts and Codes covered by Section 1 of Subdivision A of Article IX, the authority of the Guild with respect thereto shall be delegated as follows: west of the Mississippi River to the Writers Guild, West; east of the Mississippi River to the Writers Guild, East.

Section 6. Common Standards and Procedures for Joint Votes

The Guilds shall adhere to the following common voting standards and procedures for all jointly-conducted votes, including referenda on nationwide contracts (patterns of demands, restraining orders and ratification), votes on credit manuals, and votes on constitutional amendments ("joint votes").

a. Eligibility

To be eligible to vote in a joint vote, a member must be a Current member in good standing under the rules of the Guild to which they belong. In addition, the member must meet one of the following tests:

(1) The member must have declared for dues purposes at least \$30,000 in compensation for writing services (excluding residuals) covered by a collective bargaining agreement or Code to which the Guilds are signatory during the six years preceding the joint vote. The amount of compensation under this subparagraph shall be adjusted at the end of the term of each successive Theatrical and Television Basic Agreement, by the percentage increase (not compounded) of the network prime time minimum during the term of the agreement just concluded.

(2) The member must have 15 or more pension years (which need not be consecutive) as a participant in the Pension Plan.

(3) The member must be employed in a staff news shop at the time of the joint vote.

Where the joint vote is a referendum on a nationwide contract, only earnings under the particular contract shall be considered in applying the tests in subparagraphs (1) and (2) above.

b. Same Day Voting

With respect to any joint vote, the Board and Council will vote on the same day, to be interpreted as within 36 hours. The same requirement will apply to a joint vote of members in accordance with subparagraph (a) above. The Guilds will mutually agree on scheduling of votes. The results of the votes will not be released until both Guilds have tallied their votes, and both Guilds will release their tallies simultaneously.

c. Timing of Nationwide Votes

The Board and Council will not schedule ratification votes on nationwide contracts to be conducted concurrently with their Guilds' election of officers and/or Board or Council members.

d. Common Voting Materials

All mailings by each Guild related to a joint vote shall contain only common materials. In ballot mailings on ratification of nationwide contracts, the common materials shall include:

(1) A contract summary in neutral, non-hortatory language. If there is a dispute between the Guilds as to whether the summary is in such language, this dispute will be submitted to expedited arbitration pursuant to Section 7 of this Article.

(2) A statement from the majority of the Negotiating Committee and a statement from the minority of the Negotiating Committee. If the Negotiating Committee has voted unanimously, then there also will be a statement of the opposing position, if any, which may be signed by members of the Board and/or Council.

(3) Members' statement submitted to each Guild in accordance with its policy. Voters shall only receive the statements submitted by members of their own Guild.

Each Guild will post all voting materials on a section of its website available to members of both Guilds to maximize the free flow of ideas and opinions among the members of the Guilds prior to a joint vote.

Section 7. National Officers and Council

(A) The National Council

There shall be a National Council consisting of five (5) members of Council covered by the MBA, including the Officers covered by the MBA and additional members of Council covered by the MBA designated by the Officer(s) covered by the MBA. There also shall be five (5) members to be appointed by the Board of the Writers Guild, west, three (3) of whom shall be officers of the Board and two (2) of whom shall be non-officer members of the Board. The WGAE Council Officers and members covered by the MBA and WGAW Board may each appoint one alternate for each unavailable member of their respective delegation to the National Council. The National Council shall meet twice each year, on the weekend after April 15th of each year in Los Angeles and on the weekend after October 15th of each year in New York. The Guilds may jointly agree to move the dates of any National Council meeting to accommodate religious holidays or for other good cause. The members of the National Council shall serve at the pleasure of the Council or Board appointing them.

The meetings shall be presided over by the National Chairperson and shall be devoted to a discussion of problems affecting the Guilds both as to policy and administration, and any matters affecting the economic and professional welfare of all writers.

The agenda for each such meeting shall be prepared by the Executive Director of the Guild in whose geographic region such meeting is to be held, in collaboration with the National Chairperson, provided that any member of the National Council may request the inclusion of additional matters on the agenda upon the opening of the meeting.

The expenses of members attending such meetings shall be borne by the Guild which they represent.

The delegates shall report upon such meetings to their respective Councils who shall make every effort to comply with or further action recommended at such meetings. In addition, the Executive Director who shall have prepared the agenda for the meeting shall note the action of the National Council with respect to each matter set forth thereon and discussed at the meeting and shall thereafter submit to the Council of each Guild an accurate and concise summary thereof.

The members of the Councils East covered by the MBA and West, may, by agreement, cancel not more than one such National Meeting each year but in no event may two successive meetings be canceled. In the event any meeting is canceled, the next meeting shall take place in the location for which the canceled meeting was scheduled.

(B) National Officers

(1) Chairperson - At the April meeting of the National Council in alternate years commencing with the meeting of April 15, 1973, the first order of business shall consist of the election of a National Chairperson.

The first person so selected shall be a Current member in good standing of Writers Guild, East covered by the MBA and thereafter they/their shall be chosen alternately from the Current membership of the Writers Guild, West and the Current membership of the Writers Guild, East covered by the MBA.

The National Chairperson shall hold office for two years and shall have the following responsibilities:

(a) The National Chairperson shall preside over all meetings of the National Council and shall supervise the preparation of the agenda for such meetings but they/their shall not be entitled to vote thereat;

(b) The National Chairperson shall expend reasonable time and effort in the mediation of all disputes between the Guilds;

(c) The National Chairperson act as a public relations representative of the Guilds to the extent and in the manner agreed upon from time to time by the Councils, jointly.

The National Chairperson may be recalled at a concurrent meeting of the Councils by a two-thirds (2/3) vote of the combined membership thereof.

(2) There shall be a Vice-Chairperson who shall be the person then holding the office of President of the Guild in the region from which the National Chairperson was elected, who shall perform the duties and exercise the powers of the National Chairperson in they/their absence or incapacity.

(C) Expenses of the Officers

The expenses of the officers of the National Council in rendering their services as such officers shall be borne equally by the Guilds.

Section 8. Policy Statement

The Guilds agree that neither will issue a public statement expressing its policy concerning a matter affecting the economic or professional interests of both Guilds without prior consultation with the other Guild.

Section 9. Voting Rights of Councils

If at any time the fixed number of Council members of either Guild, as a result of any amendment to the Constitution and By-Laws of either or both Guilds, shall be less than the fixed number of Council members of the other Guild, the voting rights of the Council which is smaller in number shall be increased so that at all times the combined votes of the members of each body in the case of concurrent meetings thereof, shall equal each other.

Section 10. Term of Affiliation

The affiliation between this Guild and the Writers Guild, West shall continue until by mutual agreement it is dissolved.

ARTICLE XV

DISSOLUTION

Section 1.

Upon the dissolution of the Guild pursuant to the laws of the State of New York, all property of this Guild shall be sold and the proceeds therefrom shall be distributed in a manner provided for in Section 2, hereof.

Section 2.

Upon the dissolution of the Guild, the proceeds of the sale of the property of the Guild and all other monies of the Guild shall be held in trust until such time as a majority of the writers of this Guild shall have designated an organization or organizations to represent them for the purpose of collective bargaining, and as and when the members have so designated an organization all the monies shall be turned over to such organization, or if there is more than one then the monies shall be divided equally among all of such organizations.

If, within five (5) years after the dissolution of the Guild a majority of the writers shall have failed to designate an organization to represent them for the purposes of collective bargaining as set forth above, the trustees of the funds of the Guild on dissolution shall turn over the funds which would have been allocated to such organization pursuant to the above provision, to an established and recognized agency providing charitable services and aid to persons in the entertainment industry.

Section 3.

The trustee or trustees for the funds and property of the Guild on the dissolution of this corporation shall be a bank or trust company authorized to act as such under the laws of the State of New York.

ARTICLE XVI

WORKING RULES

The Guild may, from time to time, adopt Working Rules governing the working relationship of members with employers, agents and others with whom writers have professional dealings in connection with writing services. A proposed Working Rule shall be adopted only if the Council shall approve submitting such proposed Working Rule to the membership by mail ballot in conjunction with a membership meeting, and if the voting members of the Guild and of Writers Guild of America,

West, Inc. voting in person or by such mail ballot, shall approve same by a majority vote (provided, however, the vote of the members of the Writers Guild of America, West, Inc., shall not be required in connection with any working rule, the operation of which would be contrary to the law of the State of California). Notwithstanding the foregoing, no working rule shall be deemed operative or effective if it is contrary to any provision of this Constitution and By-Laws, or if its operation causes a breach of any provisions of any contract entered into by the Guild. The determination of whether any working rule is inoperative and ineffective, by virtue of the immediately preceding sentence, shall be decided in the discretion of the Council. A violation of any working rule shall be grounds for discipline within the meaning of Subparagraph A of Article X hereof.

WRITERS GUILD OF AMERICA, EAST, INC.

CODE OF WORKING RULES

OPERATING

1. A Code of Working Rules Enforcement Committee has been appointed by the Council to govern compliance with these Rules; to recommend the institution of disciplinary action; to conduct hearings, make findings, and to recommend the imposition of fines for violation of these Rules. Where specific fines are not stated in the Rules, the Committee may recommend a fine which it believes proper under the circumstances. Every member shall have the right to appeal adverse decisions of the Committee in accordance with the Constitution of the Guild.

2. Each member shall comply with these Rules in spirit as well as in letter.

EMPLOYMENT

3. All agreements and contracts between writers and producers must be in writing.

Each member must promptly file with Guild office a copy of they/their contract of employment (whether such agreement provides for leasing of material, participation in profits or residuals or otherwise), in no case later than one (1) week after the receipt of the contract. In addition to any other disciplinary action which may be recommended by the Working Rules Committee, an automatic fine shall be levied upon a member who fails to file they/their contract within two (2) weeks after written notice that there is no contract on record.

4. No member shall do any work, including reviewing stock film, before the commencement of a definite assignment under contract.

5. Each member shall comply with the terms of the Minimum Basic Agreements in spirit as well as in letter, and shall not accept any employment, sign any contract, or make any arrangement for employment which violates such Minimum Basic Agreements.

6. No member shall contract for employment with any producer upon terms less favorable than those set forth in the Minimum Basic Agreements. Violation of this rule shall subject the member to disciplinary action and a fine — to be determined by the Working Rules Committee — of up to two thousand dollars (\$2,000) or, on flat deals where the amount of money involved exceeds two thousand dollars (\$2,000), not more than one hundred percent (100%) of the amount received for such writing.

7. No member shall make or enter into any contract or participate in any venture requiring the writing of any literary material by such writer whereby writer's initial compensation for the writing of such material shall be less than the minimums set forth in the attached Schedules except with the specific written approval of the Guild, which approval may be granted only under special circumstances. In the case of joint ventures or other similar engagements or deals involving participation in profits, a waiver may be granted only where the writer's participation is substantial.

8. No member shall accept employment with, option or sell literary material to, any person, firm or corporation who is not a signatory to the applicable Minimum Basic Agreement.

Violation of this Rule shall automatically subject the member to a fine, the maximum amount of which shall not exceed one hundred percent (100%) of the remuneration received from such non-signatory.

9. It shall be the responsibility of each member to report in confidence to the Guild office, for appropriate action, any violation or abuses of the terms and working standards established by the current Minimum Basic Agreements and Code of Working Rules, including any "offers" of employment which violate the current Minimum Basic Agreements.

NOTE: If you are offered employment in the syndicated transcription field, please notify the Executive Director before commencing employment. Radio and Television members should also report all sales of second or subsequent uses of material for which they have leased a single use only. The information supplied will be used on a basis to formulate demands for minimums in these areas.

10. No member may enter into a contract for the rendition of writing services with any producer whose name is contained in the then current Guild unfair list unless such producer shall have first posted a bond with the Guild guaranteeing the full amount of the writer's proposed compensation pursuant to such contract.

Violation of this rule shall automatically subject the member to a fine the maximum amount of which may not exceed one hundred percent (100%) of they/their remuneration pursuant to such contract and the minimum amount of which shall be no less than two hundred and fifty dollars (\$250) or the applicable minimum, whichever is lower.

11. No member shall participate in any arrangement for ghost writing.

Violation of this Rule shall subject the member to disciplinary action and a fine - to be determined by the Working Rules Committee - of up to two thousand dollars (\$2,000) or in cases where the amount of money involved exceeds two thousand dollars (\$2,000), not more than one hundred percent (100%) of the amount received or paid for such writing.

12. Each member upon being assigned under an employment contract is required to ascertain from the proper authorities in the production company the name or names of any other writers currently assigned to the same material. It will be the obligation of the member to notify the other writers on the property of the fact that they/their has been assigned to it.

13. Each member shall report to the Guild any engagement as a producer, director or executive, or any activities which involve the hiring and firing of writers.

SPECULATIVE WRITING

14. No member shall work for a producer on speculation or under any arrangement in which payment is contingent on approval or ability to pay. Members may, however, discuss their thoughts and reactions regarding material owned by the producer; it is recommended however, that in such cases the writer should make a written memorandum of any suggestions made by him/her and register this material at the Guild office.

Violation of this Rule shall subject the member to disciplinary action and a fine - to be determined by the Working Rules Committee - of up to two thousand dollars (\$2,000), or on flat deals where the amount of money involved exceeds two thousand dollars (\$2,000), not more than one hundred percent (100%) of the amount received for such writing.

CREDITS AND ARBITRATION

15. No member shall accept credit which misrepresents the member's contribution to a picture or program.

16. Members shall accept, abide by and contract for credit only in accordance with the terms and provisions of the applicable Minimum Basic Agreement; and members shall cooperate fully with the Guild Credits Committee in order that all credits shall properly reflect the writer's contribution to the final script.

17. Each member shall promptly report to the Guild all writing credits received on pictures or programs produced by non-signatory producers.

18. If a writer performing duties as a production executive intends to claim collaboration credit, they/their must, at the time they/their starts to work as a writer, signify such intention in writing to the Guild and to any other writer or writers assigned to the script. Failure to comply will subject the member to disciplinary action at the discretion of the Committee. In order to be entitled to

credit, such production executive must be able to furnish the Guild with written material of they/their own, which can be identified as they/their contribution to the finished script.

PSEUDONYM

19. A writer must use they/their own name in all writing credits unless they/their has already established a pseudonym or registers one at the Guild office before the commencement of employment on a writing assignment, or before disposition of any rights to any literary material on which they/their wishes to use such pseudonym.

ORIGINAL STORIES, SERIES, AND PROGRAM IDEAS;

ORIGINAL RADIO, SCREEN AND TELEPLAYS

20. For the purposes only of these Rules, original stories, series, and program ideas and original radio, screen and teleplays shall be defined as material which is the sole creation of the members or members' on the member's own time.

21. Each member shall promptly file with the Guild office a copy of they/their original story, series or program idea, and/or original radio, screen or teleplay sales or leasing contract, which filing shall in no event be later than one (1) week after receipt of such contract.

NOTE: Members are strongly urged to register all literary material which they own with the Registration Service maintained at the Guild offices prior to offering such material for sale or other exploitation. While such registration is not a substitute for the statutory copyright, which must be obtained on publication of the work, it is extremely helpful if suit is brought for any copyright infringement or plagiarism of the material.

ADVERTISING

22. The Writers Guild of America, West, Inc. has adopted and approved the Agreement between the Screen Writer's Guild and the consenting trade publications condemning the following practices as unfair:

- a) slanting reviews on account of advertising, or retaliating against a writer for failure to advertise;
- b) using pressure from a writer's employer to get advertising;
- c) engaging in any harassing practices, such as making repeated solicitations, asking for chain advertising, or soliciting advertisement in connection with a particular picture before the picture has been previewed (or a particular show or series before the program has been broadcast).

The consenting trade publications have instructed their staffs to refrain from engaging in any of the above practices.

Members should immediately notify the Guild of any violation of this Code of Fair Practice.

AGENTS

23. No writer shall enter into a representation agreement whether oral or written, with any agent who has not entered into an agreement with the Guild covering minimum terms and conditions between agents and their writer clients.

ADDRESSES

24. Each member shall inform the Guild of the member's residence address and agent and will immediately advise the Guild of any changes thereof.

A member whose address is outside the United States shall inform the Guild immediately upon the member's entry into the United States.

The Guild must be able to contact a member whenever necessary.