

WRITERS GUILD OF AMERICA 2024 PBS STRIKE RULES

A “struck company” is defined as any employer which is signatory to the 2019 WGA-Public Television Freelance Agreement (PTFA) including WGBH Educational Foundation, Thirteen, and Public Media Group of Southern California. Members who are unsure if their employer and production is considered a struck company/production should contact the Guild before performing work.

1. Immediately stop writing for all struck companies.

As soon as a strike is called, you must immediately stop providing writing services for any struck company whether your writing services occur within the United States or abroad. You may not continue to write or complete writing started before the strike for a struck company, including making changes or revisions to literary material. You may not start writing on a new project during a strike. You may not perform writing services even if you work at home or at your own office rather than at the company’s premises. This Rule also prohibits you from attending meetings, or engaging in conversations as a writer concerning new, pending or future projects or writing assignments with producers, directors or other representatives of any struck company. You may not attend pitch meetings or communicate with a company representative to receive notes on literary material even if you intend to wait until the strike ends to make any requested changes.

Members are prohibited from performing writing services for any struck company on an animated program. Writers who are unsure who is the producer of their animated series written for PBS or PBS Kids are advised to contact the Guild’s [Legal Department](#) to determine the extent such writing is permitted or prohibited before performing any services. It is the writer’s responsibility to determine whether the Guild is on strike against the company with regard to animated theatrical features and television programs. Members should assume that projects combining live action and animation are covered by this Rule.

2. Do not deliver or submit any literary material to a struck company. Do not sign or deliver documents related to writing assignments or the sale or option of literary material to a struck company.

You may not sign, deliver or submit any literary material or documents related to writing assignments or the sale or option of literary material to a struck company, or to any of its employees, agents or other representatives, either directly or indirectly through your representative, including but not limited to your agent, lawyer, accountant, assistant, secretary, messenger, or other representative. This Rule applies to literary material of any type, including scripts, outlines or treatments, and also prohibits you from signing or delivering contracts, certificates of authorship and other transactional documents.

This Rule applies even when the negotiation of a deal was completed prior to the strike, or the effective date of the deal is intended to be deferred until after settlement of the strike.

You may, however, accept payment for writing services performed before the strike, or for a sale or option when all steps or acts except payment occurred before the strike. You may also accept payment during a strike for the sale of literary material if a struck company unilaterally elects to exercise a pre-strike option to purchase the literary material or the struck company unilaterally

extends an option for literary material as long as you are not required to sign and/or deliver any transactional documents or literary material during the strike.

3. Do not negotiate with struck companies for writing services, and notify your representatives to cease negotiations on your behalf until the strike concludes.

You may not negotiate an employment agreement for writing services or an option or sale of literary material with a struck company, even if some or all of the writing is to be done, or the sales transaction will be completed, after the strike concludes. Similarly, you may not instruct or permit your agent, other representative, or any other person to negotiate such a deal or assignment on your behalf with a struck company.

Hyphenates are prohibited from negotiating new assignments for writing services even if combined with non-writing services. If you are a hyphenate, see Rule 10.

4. Do not discuss future writing assignments or the sale or option of literary material with a struck company.

During a strike, you and your agent or anyone acting on your behalf may not discuss or meet with any representative of a struck company about possible post-strike employment to write literary material or the sale or option of literary material written by you. You and your agent may not send out writing samples to struck companies in order to garner interest in your writing services after the strike.

5. Do not negotiate with a struck company for the development, financing or production of a project.

You may not negotiate directly or indirectly through agents or other representatives for the development, financing or production of any of your literary material with a struck company. Nor may you participate as a writer in the production of your literary material during the strike.

6. Honor all Guild picket lines and do not enter the premises of any struck company for purposes of performing struck work including work described in Rule 10.

You must honor all Guild picket lines and may not enter the premises of any struck company for purposes of performing struck work including work described in Rule 10. This rule also prohibits you from participating remotely in any writing room or other electronic communications hosted or administered by a struck company. If you are a hyphenate, see Rule 10.

7. You must inform the Guild of the name of any writer you have reason to believe is engaged in scab writing or other strikebreaking activity.

You must inform the Guild of the name of any writer—member or non-member—you believe is engaged in strikebreaking activity, such as scab writing for or negotiating with a struck company. To the extent possible, you should be specific about the nature of the violation, including the date and place of the violation, the name of the struck company involved, and the name of the project, if any.

8. You must picket and/or perform other strike support duties and cooperate with Guild committees charged with enforcement of the Strike Rules and each Guild's Constitution.

In the event of a strike, Guild members will be called upon to picket at specific locations or to perform other vital strike support duties. Absent a valid medical excuse, non-writing employment, compelling personal circumstances [e.g., essential child or elder care] or emergency, you are obligated to perform these duties when and where requested. If there is a personal circumstance making strike support duties impossible when requested, members are required to arrange alternate times to contribute to the strike effort.

When requested, you must also cooperate in an investigation or any Article X proceeding concerning alleged violations of the Strike Rules or conduct prejudicial to the welfare of the Guild.

9. Do not attempt to negotiate a settlement of the strike with any struck company.

However good your intentions may be, the job of negotiating a successful conclusion of a strike is in the hands of the Negotiating Committee, the chief negotiator, the WGAW Board of Directors and the WGAE Council. The Guild will keep the membership informed about the progress of contract negotiations and strike settlement talks.

10. Additional Strike Rules pertaining to writers also employed in additional capacities (“hyphenates”):

Hyphenates (i.e. members employed in dual capacities such as writer-director, writer-producer, writer-performer, etc.) are prohibited from performing any writing services, including “(a) through (h)” services, for a struck company. The PTFA defines (a) through (h) services as follows:

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

The Guild strongly believes that no member should cross a WGA picket line or enter the premises of a struck company for any purpose. Under applicable law, however, the Guild may not discipline a hyphenate for performing purely non-writing services. But if a hyphenate performs writing services, including (a) through (h), for a struck company, or negotiates a new assignment for writing services including (a) through (h), the hyphenate will be subject to Guild discipline under the Strike Rules and the Guild’s Constitution and By-Laws.

To avoid possible disciplinary action, hyphenates are advised to consult with Guild staff in advance for guidance on the extent of functions prohibited. Although it is impossible to contemplate every situation, it should be clear that the most inclusive interpretation of “writing” is intended. In short: when in doubt, don’t.

Hyphenates are subject to the following additional rules, though they are not enforceable through Guild discipline:

- A. A hyphenate member performing non-writing services during a strike should provide the Guild with a list of the literary material, including the names of the writers of the material, utilized by the hyphenate in the production of a television program or theatrical motion picture. Also, the hyphenate member should provide the Guild with copies of literary materials rewritten, polished or altered in any way during the strike and the names of any writers working on such materials.
- B. A hyphenate member should determine and confirm that literary material on which the hyphenate performs non-writing services is not material written in violation of the Strike Rules. In the event a hyphenate is asked to perform non-writing services on a “scab script,” the hyphenate should refuse. In addition, the hyphenate member should report the request and deliver copies of such material to the Guild. For purposes of this Rule, a “scab script” is any literary material written or rewritten by anyone for a struck company during a strike or literary material optioned or purchased by a struck company during a strike.

11. Rules pertaining to non-members

The Guild does not have the authority to discipline non-members for strikebreaking or scab writing. However, the Guild can and will bar that writer from future Guild membership. This policy has been strictly enforced in the past and has resulted in convincing many would be strikebreakers to refrain from harming the Guild and its members during a strike. Therefore, it is important for members to report to the Guild the name of any non-member whom you believe has performed writing services for a struck company and as much information as possible about the non-member’s services.

DISCIPLINARY ACTIONS

The Guild’s disciplinary procedures (Article X of each Guild’s Constitution) not only protect the Guild from conduct harmful to a strike effort, but also protect the due process rights of members charged with violations and include hearing and appeal procedures.

Article X gives the Guild the authority to impose discipline for violations of the Strike Rules by Guild members. Discipline may include, but is not limited to, any or all of the following: expulsion or suspension from Guild membership, imposition of monetary fines, or censure. Discipline imposed is enforceable through the courts.

QUESTIONS ABOUT THE STRIKE RULES

Please contact the Guild’s [Legal Department](#) if you have questions about the Strike Rules.