

CONSTITUTION
AND
BYLAWS
OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

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CONSTITUTION AND BYLAWS

OF THE

WRITERS GUILD OF AMERICA, WEST, INC.

NAME AND SEAL

The name of this corporation shall be the Writers Guild of America, West, Inc. Its seal shall be of a design adopted by its Board of Directors. Its principal office shall be in the County of Los Angeles, State of California.

OBJECTS

The objects of this Guild are:

Section 1.

To promote and protect the professional and artistic interests of all creators and adaptors of literary material ("writers") in the fields of radio, free television, pay television, basic cable television, informational programming, video discs/video cassettes, and theatrical motion pictures and other related industries, as such fields or industries are presently constituted or as they may be reconstituted as a result of any developments or discoveries and fields involving any means of production, exhibition or distribution as yet unknown.

Section 2.

To represent writers for the purpose of negotiating, enforcing and administering 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, or their other interests in written material. To promote and cultivate fair dealings, cordial relations and understanding between this Guild, its members and other professional writers and organizations, groups or individuals with whom they have mutual aims or interests or with whom they work or have business or professional dealings.

Section 4.

To correct abuses to which members may be subjected. 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. To establish and enforce standard minimum contracts and codes of fair practice.

Section 5.

To participate actively 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 where necessary or desirable with other groups or organizations having objectives or interests in common with the Guild which may include entering into affiliation agreements.

Section 7.

To protect the rights and property of the Guild and its members. 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 purposes of the Guild.

GOVERNMENT AND ADMINISTRATION OF THE GUILD

Section 1. Governing Body

The governing body of this Guild shall be the Board of Directors. It shall consist of sixteen (16) members, subject to the provisions of Article V.B.4.b. concerning tie votes, plus three (3) officers, i.e., President, Vice-President and Secretary-Treasurer.

Section 2. Power and Authority of the Board of Directors

Unless otherwise directed in this Constitution and Bylaws, the Board of Directors shall have the exclusive power and authority to direct the affairs of the Guild. Among these powers shall be to:

- a. Employ and discharge an Executive Director. The appointment of the Executive Director shall be submitted to the general membership of the Guild for approval at the first annual or special membership meeting following such appointment.

The Executive Director shall be responsible for and shall have the authority to carry on the daily administration of Guild business, including but not limited to the authority to employ, discharge, direct and control staff personnel and to supervise and correlate the work of committees and other intra-Guild activities;

- b. Select an attorney or firm of attorneys who shall act as Guild counsel as the need may arise;
- c. Employ and discharge agents and professional representatives of the Guild subject to the provisions of Article III, Section 2.a.;
- d. Appoint members to both standing and ad hoc committees; define charters for these committees and oversee their activities. Committees shall not consider matters other than those defined in their charters. They must report to the Board of Directors for specific authority to act on the committee's recommendations;
- e. Determine and implement Guild policy with respect to governmental legislation or regulations consistent with the objects of the Guild;
- f. Organize additional groups of writers not presently within the jurisdiction of the Guild and invite existing organizations of writers not a part of this Guild or of the Writers Guild of America, East, Inc. to become affiliates of this Guild;

- g. Establish and maintain affiliations and enter into agreements with other groups of writers either within or without the United States;
- h. Establish and maintain uniform terms and conditions under which Guild members may be represented by agents in connection with their writing services and their literary material;
- i. Establish and maintain public relations policies of the Guild;
- j. Establish and maintain programs and facilities for the benefit of members such as a group insurance plan, a welfare plan, a federal credit union, literary material registration and the preparation and circulation of market lists;
- k. Control the funds and property of the Guild subject to the limitation that the Board shall make no loan or contribution of five hundred dollars (\$500.00) or more nor any loan or contribution of any amount for political purposes or any other purpose outside the objects of the Guild as specified in Article II of this Constitution;
- l. Apply and interpret the provisions of this Constitution and Bylaws;
- m. Enforce and administer collective bargaining agreements, codes of fair practice, and other standard contracts affecting writers employed to write literary material or who sell or option previously unexploited literary material in all media, including but not limited to theatrical motion pictures, free television, pay-per-view or any other form of pay television, basic cable television, informational programming, video discs/video cassettes, radio; in other related industries and through technology whether or not presently used or devised.

ARTICLE IV
MEMBERSHIP

A. CATEGORIES OF MEMBERSHIP

Section 1. Summary Definitions

There shall be four categories of membership in this Guild, (as more completely defined in Sections 3 through 6 of this Article IV.A.) namely:

- *Associate Membership* - For applicant writers who do not qualify for admission as Current members and choose to receive certain Guild services in exchange for payment of an annual service fee;
- *Current Membership* - For writers who pay full dues and are eligible to vote in Guild elections and run for Guild office;
- *Post-Current Membership* - For writers who no longer qualify for Current membership and choose to receive certain Guild services in exchange for payment of an annual service fee; and
- *Emeritus Membership* - For writers who no longer qualify for Current membership and do not choose Post-Current membership, or for writers who no longer qualify for Post-Current membership.

Except as otherwise provided in this Constitution and Bylaws, members of the Guild shall have only such rights as are specifically described in this Article IV. All members, except those in Withdrawn status pursuant to Article IV.B., shall be subject to Guild discipline as provided in Article X.

As has been the Guild practice, this Article IV does not restrict the Guild's right to bar from membership persons who have written for struck companies or have engaged in any conduct prejudicial to the best interests of the Guild.

Any person whose membership in this Guild shall cease for any reason whatsoever shall have no right or interest in or with respect to the property or funds of this Guild.

Section 2. Application Procedure

Any person who sells or options literary material or accepts employment under the Guild's jurisdiction is eligible to apply for membership in the Guild. Any person eligible for membership may submit a completed Guild application packet to the Executive Director who shall refer the application to the Membership and Finance Committee (See Article VIII, Subpart D.). A person is required to apply for membership no later than the thirty-first (31st) day of employment.

The Membership and Finance Committee shall investigate each application and report to the Board of Directors regarding the applicant's eligibility for membership in the Guild.

The Board of Directors shall accept the Committee's report unless any member of the Board shall protest such report. In this event the Committee shall be required to present to the Board a detailed statement of the applicant's record of eligibility. The Board shall then determine the applicant's eligibility on the basis of the applicant's record.

Section 3. Associate Membership

a. General

Summary Definition: Associate membership is for applicant writers who do not qualify for admission as Current members and choose to receive certain Guild services in exchange for payment of an annual service fee.

A writer who is not yet eligible for admission into the Guild as a Current member may be admitted to Associate membership after one employment or one sale or option of previously unexploited literary material. This employment, sale or option must be with a company signatory to the applicable WGA collective bargaining contract at the time of the employment, sale or option and within the Guild's jurisdiction.

If a writer does not achieve the requisite units to qualify for Current membership (see Article IV.A., Section 4.), the writer may remain as an Associate member for no more than three (3) years. After this three-year period (which need not be consecutive) or at an earlier time at the election of the Associate member, such writer will be placed in Withdrawn status.

b. Rights and Obligations of Associate Members

Associate members shall receive all Guild mailings and communications, including the WGA Journal or like publication and the WGA Manual and its periodic updates; may serve on certain Guild committees as designated by the Board of Directors; may use the Guild's Script Registration Service at the reduced rate for Guild members; may join the Guild's Film Society subject to availability in any given year as determined by the Board; may become members of the Inter-Guild Credit Union or its successor subject to the discretion of that entity's governing body; and may be entitled to participate, if otherwise eligible, in any employment access program administered by the Guild's Human Resources Department.

In consideration for these rights and benefits, an Associate member shall pay an annual service fee to the Guild at the rate of \$100.00¹. The Board of Directors may increase the service fee on an annual basis, commencing no sooner than one year after the effective date of this Section A.3., if the Board determines an increase is justified by the increased cost of services provided.

Associate members shall not pay the dues, bookkeeping fees or special assessments described in Article VIII.

Associate members shall not have the right to vote, to run for office or to attend Guild membership meetings held pursuant to Article VII. However, Associate members may attend membership meetings and vote on the issuance or withdrawal of restraining orders, but only when such member's legal commitment to render writing services or to sell or option literary material within the Guild's jurisdiction to a company signatory to an applicable WGA collective bargaining contract would be directly affected.

¹ By action of the Board of Directors, effective October 1, 2009.

Section 4. Current Membership

a. Eligibility of Applicant Writers for Current Membership

Summary Definition: Current membership is for members who pay full dues and are eligible to vote in Guild elections and run for Guild office.

Eligibility of applicant writers for Current membership shall be evaluated on the basis of the Unit System (see subpart A., Sections 4.c and 4.d of this Article IV.). It shall be the duty of the Board of Directors to review the System from time to time. When, in the judgment of the Board, changes occur in the industry or otherwise which warrant consideration by the membership, the Board shall place before the membership appropriate recommendations.

b. Rights and Obligations of Current Members

Current members of this Guild shall have the right to attend all membership meetings of the Guild, to vote on all matters presented at such meetings or to the Guild membership for a vote by mail (subject to the

limitations on eligibility to vote in joint votes as set forth in Article XIV, Section 6.a), to elect Guild officers, and to run for Guild office. Also, they shall have the right to receive Guild communications and to participate in all Guild activities, including service on Guild committees.

Current members shall pay the dues, bookkeeping fees and special assessments described in Article VIII.

c. Standard For Admission as a Current Member

Any person may be admitted to Current membership in the Guild if during the preceding three years he/she has accumulated an aggregate of twenty-four (24) units as defined below which units are based upon work completed under contract of employment or upon the sale or option of previously unexploited literary material. A qualifying employment, sale or option must be with a company signatory to the applicable WGA collective bargaining contract at that time, and within the Guild's jurisdiction.

d. Designation of Units

- Two Units** A writer employed on a **week-to-week or term basis** shall be entitled to two (2) units for each complete week of employment.
- Three Units** **Story** for a radio or television program less than thirty (30) minutes which shall be prorated in increments of ten (10) minutes or less.
- Four Units** **Story** for a short subject theatrical motion picture of any length or for a radio program or television program or **breakdown** for a non-prime time serial thirty (30) minutes through sixty (60) minutes.
- Six Units** **Teleplay** or **radio play** less than thirty (30) minutes which shall be prorated in five (5) minute increments;
Television format for a new serial or series;
“Created By” credit given pursuant to the separation of rights provisions of the WGA Theatrical and Television Basic Agreement in addition to other units accrued for the literary material on which the “Created by” credit is based.
- Eight Units** **Story** for a radio or television program or **breakdown** for a non-prime time serial more than sixty (60) minutes and less than ninety (90) minutes; **Screenplay** for a short subject theatrical motion picture, or a **radio play** or **teleplay** thirty (30) minutes through sixty (60) minutes.
- Twelve Units** **Story** for a radio or television program ninety (90) minutes or longer or **story** for a feature length theatrical motion picture; or **breakdown** for a non-prime time serial ninety (90) minutes or longer.
Radio play or teleplay more than sixty (60) minutes and less than ninety (90) minutes.
- Twenty-four Units** **Screenplay** for a feature length theatrical motion picture; **radio play** or **teleplay** ninety (90) minutes or longer;
Bible for any television serial or prime-time miniseries of at least four (4) hours;
Long-term story projection which is defined for this purpose as a bible, for a specified term, on an existing, five (5) times per week non-prime time serial.
- A Rewrite** One-half (1/2) the number of units allotted to the applicable category of work.
- A Polish** One-quarter (1/4) the number of units allotted to the applicable category of work.
- An Option** One-half (1/2) the number of units allotted to the applicable category of work

subject to a maximum entitlement of eight (8) such units per project in any one year. **An extension or renewal** of the same option shall not be accorded additional units. (1)

If an option on previously unexploited literary material is exercised, the sale of this material is accorded the number of units applicable to the work minus the number of units accorded to the option of the same material.

e. Additional Rules For The Unit System

(i) Teams

Each writer who collaborates as part of a bona fide team on the same project shall be accorded the appropriate number of units designated in section 4.d. above.

(ii) New or Unique Cases

In any case not covered by this Section 4, the Board of Directors shall have the authority to convene a Committee to Review the Unit System, which Committee shall suggest specific units applicable to any such work to the Board. Such unit determinations as may be adopted by the Board shall be submitted for membership approval at the first annual or special membership meeting following the Board's action.

(iii) Writer Owned Company

In all cases, to qualify for membership, if the writer's employment, option or purchase agreement is with a company owned in whole or in part by the writer or a member of the writer's family, there must be a bona fide agreement for financing, production and/or distribution with a third party signatory producing company. Failing such agreement, the script must be produced and the writer must receive writing credit on screen in the form of "Written by," "Teleplay by," "Screenplay by," or (audio credit) "Radio Play by."

(iv) Writers In a Managerial Capacity or Writer-Performers

A person who is employed to write or who sells or options literary material to a signatory company while:

- (a) serving in a managerial capacity with the company; or
- (b) rendering managerial services relating to the project for a network, syndicated television station(s), basic cable or pay television system, a studio, or the like, or
- (c) employed as a player on the project, shall not utilize this assignment, option or sale to qualify for membership in the Guild unless such script is produced and the individual receives writing credit on screen in the form of "Written by," "Teleplay by," "Screenplay by," or (audio credit) "Radio Play by."

(v) Exceptions to the Three-Year Rule

In exceptional cases, the Board of Directors, acting upon a recommendation from the Membership and Finance Committee, shall have the power and authority to grant admission to Current membership based on units earned prior to three (3) years before the membership application was filed.

(vi) Comedy-Variety

If three (3) or fewer writers are employed to write literary material for the same comedy-variety program for television, each writer shall be accorded the number of units for teleplay applicable to a program of the same duration (as may be adjusted pursuant to the "applicable time period" provisions in Appendix A of the MBA).

If more than three (3) writers are employed to write literary material for the same comedy-variety program for television, each writer shall be accorded the number of units for teleplay applicable to a program of the same duration but multiplied by a fraction the numerator of which is one and the denominator of which is the number of writers minus two. For example, if there are five (5) writers employed, the multiplier would be one-third (1/3); if there are ten (10) writers, the multiplier would be one-eighth (1/8).

(vii) Documentaries and Informational Programming

Telescripts for documentaries and literary material for informational programming shall be accorded the number of units for teleplay applicable to a program of the same duration (as may be adjusted pursuant to the "applicable time period" provisions in Appendix A of the MBA).

(viii) Newswriters

Any person employed as a radio or television news writer, editor, desk assistant or in another job classification covered under the "WGA-CBS National Staff Agreement" (or successor collective bargaining agreement) may be admitted to Current membership in the Guild after thirty (30) days of employment in such bargaining unit.

f. Duration of Current Membership

A writer admitted to the Guild as a new Current member shall retain Current membership for a period of not less than seven (7) consecutive years. If he/she achieves one (1) or more employments or sales (as defined in Section A.4 of this Article) without regard to the units assigned to such employment or sale during the initial seven (7) year period, Current membership will be extended for an additional four (4) years from the end of the calendar quarter in which the first such covered earnings are declared to the Guild for dues purposes. Subsequent four (4) year extensions of Current membership shall be granted on the same basis.

During the initial seven-year period the Current member shall be conclusively presumed to be seeking work at the trade. If a Current member does not achieve one (1) employment or sale (as defined in Section A.4 of this Article) during the initial seven (7) year period, it shall be conclusively presumed that the person is no longer seeking work at the trade. In this event, the person shall become an Emeritus member unless this person elects to become a Post-Current member.

g. Lifetime Current

Notwithstanding Section 4.f. above, any Current member who for an aggregate of fifteen (15) years has declared to the Guild covered earnings (excluding residuals) in each such year equivalent to the then-prevailing qualified earnings for the WGA-Industry Health Fund shall maintain or be reinstated to Current membership for life, provided he/she pays dues and assessments in accordance with Article VIII. This provision shall be effective on the date of the membership vote approving its amendment into the Constitution of this Guild.

h. Eligibility of Non-Resident Writers for Current Membership

The Board of Directors shall have the power to admit to Current membership any writer not a resident of the United States who performs writing services under the Guild's jurisdiction and who is an Active or Current member in good standing of any organization of writers which: (i) includes among its purposes and powers representation of the professional and economic interests of writers employed outside the United States, (ii) does not purport to represent writers employed in the United States, and (iii) has adopted provisions substantially identical to this Section with regard to members of this Guild.

Upon commencement of work in this Guild's jurisdiction such non-resident writers shall apply for and may be admitted to membership in this Guild without the obligation to pay the initiation fee specified in Article VIII, Section A.1 of this Constitution although all other financial obligations specified in Article VIII shall apply.

i. Insurance Benefits

Any member who does not continue Current membership by reason of Section 4.f. above shall remain a Current member for the sole purpose of participating in any voluntary member-paid insurance benefits which the Guild may obtain.

Section 5. Post-Current Membership

a. General

Summary Definition: Post-Current Membership is for writers who no longer qualify for Current member-

ship and choose to receive certain Guild services in exchange for payment of an annual service fee.

A Current member may elect to become a Post-Current member at any time while Current or at the time this person becomes no longer eligible for Current membership. Post-Current membership is available to each such writer for an unlimited number of years. As of the effective date of this amendment, any person in the category of Emeritus may elect to become a Post-Current member with the rights and obligations described in Section 5.b. below.

A Post-Current member who is employed to write literary material or who sells such material (as defined in Article IV, Section A.4), without regard to units assigned to this employment or sale, shall automatically be deemed to have requested and received transfer to Current membership for a four (4) year period.

b. Rights and Obligations of Post-Current Members

Post-Current members shall receive all Guild mailings and communications, including the WGA Journal or like publication and the WGA Manual and its periodic updates; may serve on certain Guild committees as designated by the Board of Directors; may use the Guild's Script Registration Service at the reduced rate for Guild members; may join the Guild's Film Society subject to availability in any given year as determined by the Board; may become members of the Inter-Guild Credit Union or its successor subject to the discretion of that entity's governing body; and may be entitled to participate, if otherwise eligible, in any employment access program administered by the Guild's Human Resources Department.

In consideration for these rights and benefits, a Post-Current member shall pay an annual service fee to the Guild at the initial rate of \$100.00². The Board of Directors may increase the service fee on an annual basis, commencing no sooner than one year after the effective date of this Section A.5., if the Board determines an increase is justified by the increased cost of services provided.

Post-Current members shall not pay the dues, bookkeeping fees or special assessments described in Article VIII.

Post-Current members shall not have the right to vote, to run for office or to attend Guild membership meetings held pursuant to Article VII. However, Post-Current members may attend membership meetings and vote on the issuance or withdrawal of restraining orders, but only when such member's legal commitment to render writing services or to sell or option literary material within the Guild's jurisdiction to a company signatory to an applicable WGA collective bargaining contract would be directly affected.

² By action of the Board of Directors, effective October 1, 2009.

Section 6. Emeritus Membership

a. General

Summary Definition: Emeritus membership is for writers who no longer qualify for Current membership and do not choose Post-Current membership, or for writers who no longer qualify for Post-Current membership.

A Current member shall become an Emeritus member at the time this person becomes no longer eligible for Current membership unless Post-Current membership has been chosen. A Post-Current member will be re-classified to Emeritus upon expiration of any one-year period for which the annual service fee has been paid in the absence of the member's election to continue in the category of Post-Current and payment of the next annual service fee. Emeritus membership is available for a maximum of seven (7) years. An Emeritus member will be reclassified to Withdrawn status upon expiration of the seven-year period of Emeritus membership.

An Emeritus member who is employed to write literary material or who sells such material (as defined in this Article IV., Section A.4), without regard to units assigned to this employment or sale, shall automatically be deemed to have requested and received transfer to Current membership for a four (4) year period.

b. Rights and Obligations of Emeritus Members

Emeritus members shall have the right to serve on certain Guild committees and to receive such Guild communications, as designated by the Board of Directors. Emeritus members shall not pay dues or have the right to run for Guild office, attend membership meetings or vote (except they may vote on restraining orders, but only when such member's legal commitment to render writing services or to sell or option literary material within the Guild's jurisdiction to a company signatory to an applicable WGA collective bargaining agreement would be directly affected).

The right of Emeritus members to receive any other benefits of the Guild may be restricted or modified by circumstances or conditions beyond the control of the Guild such as, by way of example but not limitation, any restrictions imposed in connection with a Federal Credit Union.

B. WITHDRAWN STATUS

Section 1. General

Any member of this Guild who intends to suspend writing in all fields over which the Guild exercises jurisdiction may request Withdrawn status, unless this person is In Arrears or Suspended. The Board of Directors may restore a person in Withdrawn status retroactively or otherwise to his/her previous category of membership for good cause after notice to such person.

A formerly Current member who elects Withdrawn status but then is employed to write, or who sells literary material (as defined in Article IV., Section A.4), without regard to units assigned to this employment or sale, shall automatically be deemed to have requested and received transfer to Current membership for a four (4) year period.

An Associate or Emeritus member whose eligibility for such membership has expired also will be transferred to Withdrawn status.

Any member whose eligibility for membership is dependent solely upon work in a bargaining unit no longer represented by the Guild also will be transferred to Withdrawn status, unless this person is In Arrears or Suspended.

Section 2. Rights and Obligations of Persons in Withdrawn Status

Persons in Withdrawn status shall not pay dues, vote, attend membership meetings, serve on committees, run for Guild office or receive Guild communications (except they shall be mailed notices of membership meetings and notices or communications relating to collective bargaining negotiations, strikes, work rules and strike rules).

A person in Withdrawn status shall keep the Guild's Membership Department informed of the person's current address. Persons in Withdrawn status may enjoy such other benefits of membership as the Board of Directors may from time to time make available to them.

C. IN ARREARS STATUS

Members placed in In Arrears status pursuant to Article VIII, Section A.4 shall not be entitled to attend meetings, to vote, to sit on committees, to run for or hold Guild office, or to receive Guild communications (except that they shall be mailed notices or communications relating to collective bargaining negotiations, strikes, work rules and strike rules).

D. MEMBERS IN SUSPENDED STATUS

Any member suspended pursuant to Article VIII.A.4.b. or Article X of this Constitution shall during the suspension period be deprived of all the rights and privileges of membership. A Suspended member may not be deprived of any right to which such member would otherwise be entitled as against a signatory company or agent by reason of any contract or other agreement with the Guild. The foregoing shall in no way preclude or inhibit the Guild from invoking any provision contained in any agreement it has if such provision applies to a Suspended member.

E. CHANGES IN MEMBERSHIP CATEGORY OR STATUS

Changes in membership category or status shall take place immediately in accordance with the requirements and limitations of this Article IV. The Membership and Finance Committee shall report to the Board changes in membership category or status which shall be subject to the Board's review.

After the conclusion of an extensive work stoppage duly authorized by the Guild, the Board may extend the seven-year and/or four-year periods in this Article IV, subpart A., Section 4.f. (Duration of Current Membership) by no more than the number of weeks of the applicable work stoppage.

F. RESIGNATION

By accepting membership in the Guild each writer agrees that the continuation of membership and the applicability of discipline to all members, especially during times of negotiation with employers or during strikes, is essential to the welfare of members 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 to the following resignation procedures:

No member's resignation shall be effective unless tendered in writing, signed by the member, and personally delivered to and receipted for by an officer or employee of the Guild or mailed by certified or registered mail to the Board of Directors. The Board may at its first regular meeting after the tender of resignation request the member to reinstate and continue membership. If the member then chooses to reinstate and remain in the Guild, his/her rights and privileges shall not be impaired because resignation had been tendered.

ARTICLE V

NOMINATIONS OF OFFICERS AND MEMBERS OF THE BOARD OF DIRECTORS;

ELECTIONS; VACANCIES; RECALL

A. NOMINATIONS

Section 1. Procedures for Board Nominations by Committee

Except as provided in Article V.B.5.c. regarding emergency elections, the following procedures shall govern nominations:

- a. Not later than May 15 of each year the Board of Directors shall appoint a nominating committee of eleven (11) Current members in good standing, two (2) of whom shall be members of the Board and nine (9) of whom shall not. Each nominating committee member shall have been a Current member of the Guild in good standing for twelve (12) consecutive months prior to appointment by the Board. The Board shall seek nominating committee members from various work areas within the Guild's jurisdiction.
- b. Not later than May first of each year there shall be a notice to Current members in good standing, Associate and Post-Current members, asking them to suggest nominees for the Board. All nominees suggested by the membership shall be considered by the nominating committee.
- c. Not later than June 21, the nominating committee shall deliver to the Executive Director the names of at least twelve (12) nominees for the Board of Directors. The nominating committee shall seek nominees from various work areas within the Guild's jurisdiction. Members of this nominating committee are not eligible to be nominated for the Board by the committee but may run by petition.

Section 2. Procedures for Officer Nominations by Committee

- a. Not later than May 15 in odd-numbered years, the Board of Directors shall appoint a nominating committee of seven (7) Current members in good standing, four (4) of whom shall have been officers or Board members, and not more than two (2) of whom shall be present officers or Board members, to select nominees for the offices of President, Vice-President and Secretary-Treasurer. Members of this nominating committee are not eligible to be nominated for an officer position by the committee but may run by petition.
- b. Not later than June 21, the nominating committee shall deliver to the Executive Director the names of at least two (2) nominees for each office.

Section 3. Vacancies Among Nominees Designated by Committee

If on or before July 20, any vacancy occurs among the candidates nominated by either nominating committee, such vacancy may be filled by the Board or, at the Board's direction, by the previously appointed nominating committee. No election shall be considered invalid because such vacancy is not filled.

Section 4. Nominations by Petition

- a. Any twenty-five (25) or more Current members in good standing may nominate a candidate for President, Vice-President or Secretary-Treasurer.
- b. Any fifteen (15) or more Current members in good standing may nominate a candidate for the Board of Directors.
- c. A nominating petition for any candidate must be filed with the Executive Director no later than July 23 of that election year. Each candidate's name and office sought must appear on each page of the petition

containing members' signatures.

Section 5. Qualifications of Nominees

- a. No member shall be nominated as an officer or Board member who will not have been a Current member in good standing for twelve (12) consecutive months immediately before the ballot count. No person shall be eligible for simultaneous nomination to the Board and to any officer position other than as President. No person shall be eligible for nomination to more than one officer position. Votes cast for the same person in conflict with this Section 5.a. shall be counted only for the highest office.
- b. No member shall be eligible to serve a fifth consecutive term as a Board member or to serve a third consecutive term in the same officer position. This limitation on consecutive terms for incumbent Board members and officers does not prohibit:
 - (1) A member from being eligible for a fifth term as a Board member after a break in service on the Board of no less than two years;
 - (2) A member from being eligible for a third term in the same officer position after a break in service in that same office of no less than two years;
 - (3) A member who has served four consecutive terms as a Board member from being eligible for an officer position without a break in service;
 - (4) A member who has served two consecutive terms in the same officer position from being eligible for a different officer position without a break in service; or
 - (5) A member who has served two consecutive terms in the same officer position from being eligible for Board member without a break in service.

These qualifications shall be applied retroactively.

For purposes of this Section 5.b., appointment or election to fill a vacancy shall not count as a term.

Section 6. Election Notices and Ballots

- a. Not later than July first of each year, the Executive Director shall send copies of the lists of nominees designated by the nominating committees to all Current members in good standing, Associate and Post-Current members. This notice also shall include copies of provisions of this Constitution concerning qualifications of nominees and candidacy by petition (Article V, Subpart A, Sections 4 and 5). Also to be included are the rules and procedures determined by the Board for candidates' and non-candidates' statements, and other election notices.
- b. Not later than July 23 of each year, candidate statements shall be submitted to the Guild for inclusion with the Guild's election notice. Such statements shall be made available at the Guild to all Current members for no less than a three-day period (two of which shall be business days) one week after the deadline for their submission.

Not later than August 8 of each year, non-candidate statements shall be submitted to the Guild for inclusion with the Guild's election notice. Such statements may be submitted only by non-candidates who are Current members in good standing. The Board shall fix a reasonable cost for postage and handling that is charged on a uniform basis.

Not later than August 15 of each year, candidates may submit to the Guild rebuttal statements to a candidate or non-candidate statement for inclusion with the Guild's election notice. The Board shall fix a reasonable cost for postage and handling that is charged on a uniform basis.

Each Current member in good standing shall have access to the Guild's address list for other election communications. The Board shall fix a reasonable cost for distribution that is charged on a uniform basis.

All statements when sent to the membership shall include all the names of those members making the statement.

- c. Not later than August 31 of each year, the Executive Director shall send to all Current members in good standing an election notice containing the names of all candidates, without designating whether nominated by a nominating committee or by petition. The election notice shall contain instructions for voting by mail or online, and shall provide for the casting of write-in votes. The packet containing the notice shall be sent in the manner prescribed by the Board of Directors, provided that no Current member shall be denied the right to request delivery of the packet by mail.
- d. The Board may establish other rules and procedures for candidate statements, non-candidate statements, and other election materials.

B. ELECTIONS

Section 1. Time and Place

The voting period for the election of officers and Board members shall conclude at noon on the twentieth (20th) day after the Guild sends the election notice. This provision is subject to Section B.5.c. concerning emergency elections.

Section 2. Voting

Each Current member in good standing shall have the right to cast one (1) vote for each office and each place to be filled on the Board. Members may vote by mail or online but not by proxy.

Any vote cast for a person who is not eligible under Article V, subpart A, Section 5. shall not be counted.

Within 24 hours after the end of the voting period, a tellers committee shall meet to count the ballots using procedures that comport with legal requirements.

Section 3. Election Committee

The Board shall appoint an Election Committee to oversee the conduct of the election. The Election Committee shall consist of three Current members in good standing, none of whom may be currently serving as or running to become an Officer or member of the Board of Directors.

Any post-election objection to the conduct of the election must be presented to the Election Committee in writing within 15 calendar days after the ballot count. The Election Committee shall investigate the objection and make recommendations to the Board of Directors regarding its disposition. No member may pursue a legal or administrative claim challenging the outcome of an election without first presenting the objection to the Election Committee in accordance with this section.

Section 4. Officers of the Guild

- a. The President, Vice-President and Secretary-Treasurer shall be elected in odd-numbered years for a term of two (2) years.
- b. To be elected an officer a candidate must receive a majority of the valid votes cast. If no candidate receives a majority, the Board, in a duly authorized telephone poll or at its next regular or special meeting following the initial round of voting, shall order a runoff election between the two (2) candidates receiving the greatest number of votes for the same office. If there are such candidates with an equal number of votes, they shall be included in the runoff election.

Notwithstanding the first sentence of this Section 4.b., the candidate receiving the greatest number of votes in a runoff election shall be declared the winner.

There shall be no provision for write-in candidates in a runoff election, and any name written in shall invalidate the vote for that office.

A runoff election for one or more officer positions shall be held no later than six weeks after the ballot count in the first round of voting. Candidate statements shall be submitted to the Guild for inclusion in the Guild's election notice. The Board may establish other rules and procedures for candidate statements, including deadlines for their submission to the Guild.

There shall be no access by non-candidates to the Guild's address list for campaign communications for a runoff election. Subject to the mutual prior agreement of all candidates for the same officer position in a runoff election, there shall be no additional access by candidates to the Guild's address list for campaign communications. If such agreement does not occur, the Guild may impose reasonable restrictions on candidates' access to the address list consistent with legal requirements.

Section 5. Members of the Board of Directors

- a. The Board of Directors shall (subject to Article V.B.4.b.) consist of sixteen (16) members. Eight (8) shall be elected each year for a term of two (2) years.

The eight (8) candidates for the Board receiving the highest vote shall be elected.

- b. If there is a tie vote for eighth place among the candidates, all candidates receiving an equal number of votes for the eighth place shall be elected.

Section 6. Vacancies on the Board

- a. The Board shall have the right to fill temporary and/or permanent vacancies on the Board totaling no more than three (3) by appointing the unsuccessful candidate in the last election who received the most votes. The appointment(s) shall be of an unsuccessful candidate(s) presently able and willing to serve.
- b. Should more than three (3) but less than seven (7) vacancies on the Board accumulate between annual elections, the Board shall have the right either to fill not more than three (3) vacancies by appointment in the manner described in the preceding Section 6.a., or to call a special election to fill each position on the Board which was not filled by appointment before the next annual election.
- c. Should seven (7) or more vacancies accumulate between annual elections, the Board may call an emergency election, and the Board shall determine expedited procedures to complete this election as soon as possible. The emergency election shall fill all Board positions not filled by appointment under Section 6.a. or 6.b. above before the next annual election.
- d. The requirements of Sections 6.b. and 6.c. above may be suspended by the Board if less than ninety (90) days remain between the occurrence of the last vacancy and the next annual election. In this instance all remaining vacancies shall be filled at the next annual election.
- e. Board member(s) appointed under the preceding Section 6.a. or 6.b. may serve only until the next annual election. If the term of the member so replaced has not expired at the time of the annual election, the candidate receiving the ninth highest number of votes in the annual election shall be elected to fill such vacancy and shall hold office only until the term shall expire. The unexpired term for a second or third such vacant position would be filled in the annual election by the candidate receiving the tenth or eleventh highest number of votes, respectively.

If there is a tie vote to fill the last vacancy on the Board, all candidates receiving an equal number of votes for this last vacancy shall be elected.

- f. Members elected to the Board at an emergency election under Section 6.c. above shall hold office until the

term of the members replaced expires. Candidates receiving the largest total vote in an emergency election shall serve the longest remaining terms of office.

Section 7. Vacancies Among Officers

Should there be a permanent vacancy in the Presidency of the Guild, the Vice-President shall succeed to the Presidency and serve until the next election of officers. A permanent vacancy in the office of Vice-President may be filled by the Board appointment of any Current member who meets the qualifications set forth in Article V, Subpart A, Section 5. The member so appointed may serve only until the next annual election. If the next annual election occurs in an even-numbered year, nominees shall run as if this election occurred in an odd-numbered year. The successful candidate shall serve out the balance of the previous Vice-President's term. The Board shall fill a vacancy in the office of Secretary-Treasurer by appointment, with the advice of the Membership and Finance Committee, until the next regular election of officers.

Section 8. Authority of Replacements

Officers and Board members appointed or elected to fill any vacancy shall have the powers of officers and Board members regularly elected in any annual election.

C. TENURE OF OFFICE

Section 1. General

Any person elected pursuant to this Article V shall serve until the resignation, removal or disqualification of such person, or until the election of a successor.

Section 2. Absences

If any Board member or officer is absent from regular or special meetings of the Board on three (3) consecutive occasions, the Board may by a two-thirds (2/3) vote declare his/her position vacant. All absences of Board members shall be recorded on a cumulative basis in the Board's minutes.

D. RECALL

Section 1. General

Any officer or Board member may be recalled at any time by a duly conducted vote of the membership in accord with the procedures in this Article V., Subpart D. If any officer or member of the Board shall be recalled pursuant to this Article V., Subpart D, the resulting vacancy shall be filled in the manner provided in Article V, Subpart B., Section 6 or 7.

Section 2. Procedures for Recall of an Officer

Upon a written petition for recall signed by at least three hundred (300) Current members in good standing being filed with the Board, a special meeting of the membership shall be called. A majority of the Current members in good standing of the Guild voting, whether by mail, online or in person, by secret ballot at such special meeting, shall be sufficient to recall an officer of the Guild, provided that a quorum was established during the meeting. Mail and online ballots shall be counted toward a quorum.

Section 3. Procedures for Recall of a Board Member

Upon a written petition for recall signed by at least two hundred (200) Current members in good standing being filed with the Board, a special meeting of the membership shall be called. A majority of the Current members in good standing voting, whether by mail, online or in person, by secret ballot at such meeting, shall be sufficient to recall a member of the Board of Directors, provided that a quorum was established during the

ARTICLE VI

BOARD OF DIRECTORS MEETINGS; RIGHTS AND OBLIGATIONS OF GUILD OFFICERS

A. BOARD MEETINGS

Section 1. Regular Meetings

The Board of Directors shall hold its regular meetings at the Guild offices not less than once a month, each such meeting to occur regularly on a given day of a given week in each month. The Board, in its first meeting following the annual election, shall determine the times for regular Board meetings. Notice of regular Board meetings shall be given to Board members and officers by mail, by telephone or by whatever alternative technologies are available to give such notice.

Section 2. Special Meetings

Special Board meetings shall be held upon the written call of the President or upon the written call of a majority of members of the Board, delivered to the Executive Director. The call shall state the purpose of the special meeting. Upon the call of a special meeting, the Executive Director shall give written or oral notice of the time, place and purpose of the meeting to each member of the Board not less than thirty-six (36) hours before the meeting is scheduled to begin.

Special meetings also may be held pursuant to a majority vote of the Board at a regular Board meeting, provided that the motion specifies the time, place and purpose of the special meeting. The Executive Director then shall give notice as described in the preceding paragraph.

Section 3. Conduct of Meetings

A quorum for a meeting is obtained when a majority plus one (1) of Board members (including officers) then holding office meet in person. Acts of a majority of Board members at any duly called meeting of the Board at which a quorum has been present in person shall constitute acts of the Board, except as otherwise specified in this Constitution or in rules duly adopted by the Board for the conduct of its business. In no instance, however, shall an act of the Board be authorized by a motion supported by fewer than five (5) votes. 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 future date provided the motion to adjourn contains the time and place for reconvening the adjourned meeting. The date selected shall not extend beyond the next regular meeting of the Board. There shall be no voting of proxies at any Board meeting.

B. OFFICERS

Section 1. Function As Board Members And On Committees

Officers of the Guild shall be deemed members of the Board of Directors for the purposes of receipt of notice for and participation in Board meetings, determination of a quorum and voting on all matters presented. Officers also shall be members ex-officio of all committees of the Guild.

Section 2. President

The President is the chief executive officer of the Guild. The President shall chair all meetings of the Guild and of the Board.

The President shall act as a spokesperson for the Guild; represent the Guild to other organizations; communicate to the membership through the Journal, letters to the membership, or as otherwise appropriate; and shall perform such other duties as the Board determines.

The President may vote at all membership meetings and Board meetings. When a quorum of the Board is reached only by the inclusion of the President, however, or the President is present but does not vote and the result is a tie, then the President must either vote or abstain.

Section 3. Vice-President

The Vice-President of the Guild shall perform the duties and exercise the powers of the President in the latter's absence, and shall perform such other duties as the Board may from time to time determine.

Section 4. Secretary-Treasurer

The Secretary-Treasurer shall perform the duties and exercise the powers of the President if both the President and the Vice-President are absent.

The Secretary-Treasurer shall be responsible for establishing a safe place and proper procedures for maintaining the records and minutes of the Guild.

The Secretary-Treasurer shall receive all monies of the Guild on behalf of the members and shall deposit all such monies in the name of the Guild in such depository as shall be approved by the Board and, at the direction of the Board, he/she shall dispose of the funds of the Guild.

The Secretary-Treasurer shall keep true and correct accounts of these funds and shall submit a combined monthly statement showing the status of the accounts and funds to the Board. Not later than sixty (60) days after the close of the Guild's fiscal year, the Secretary-Treasurer shall submit to the Executive Director, for the use and information of the Board, a complete financial statement covering the Guild treasury for the period since the last such statement was prepared and issued. Copies of such statement shall be mailed to each Current member of the Guild not later than ninety (90) days after the close of the Guild's fiscal year. The Secretary-Treasurer also shall prepare whenever requested by the Board a combined financial statement showing in reasonable detail all income and disbursements covering the period since the last such statement was prepared.

The Secretary-Treasurer shall be bonded at the Guild's expense.

ARTICLE VII
MEMBERSHIP MEETINGS

Section 1. Annual Membership Meetings

- a. The Guild's annual membership meeting shall be held for the purpose of considering reports of the affairs of the Guild and for the transaction of other business as may properly be brought before the meeting, including a vote on whether to make a loan or contribution of five hundred dollars (\$500.00) or more for a purpose specified in the objects of the Guild.

At the request of any Current member in good standing, the presiding officer shall place an item or items of new business on the agenda, except that if such an item shall require a loan or contribution, such item shall be entered for discussion only. Within a reasonable time after the commencement of the meeting, the presiding officer shall announce the closing of the agenda and the items to be added as new business. If the meeting should adjourn prior to completing its agenda, all unfinished business shall be referred to the Board.

- b. The annual meeting shall be held on a date set by the Board of Directors during the month of April. The meeting shall be held in the County of Los Angeles at such time and place as the Board may designate.
- c. Notice of each annual meeting shall state the place, date and hour of the meeting and shall be given not less than ten (10) days nor more than thirty (30) days before the date of such meeting to each member entitled to attend.

Section 2. Special Membership Meetings

- a. Special membership meetings shall be held whenever called by the Board or by a written petition signed by at least ten percent (10%) of Current members in good standing. Such petition shall specify the purpose of the special meeting, on each page containing signatures. If the petition is supported by an adequate number of qualifying signatures, the Board shall schedule a special meeting within thirty (30) days after actual receipt of the petition by any officer or the Executive Director. Special meetings shall also be called at the time and place and for the purpose designated in any resolution adopted to that end at any membership meeting.
- b. Notice of the date, time and place of special meetings shall be sent to each member entitled to attend at least ten (10) days prior to the date of the meeting. The Board may call a special membership meeting on forty-eight (48) hours' notice to each member entitled thereto by e-mail, telephone, overnight delivery or by any other means of communication which will give actual notice within a short period of time, solely in the case where (a) such membership meeting is called for the purpose of discussion 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 related matters.

Notice of special meetings shall include the purpose(s) of the meeting, as stated by the Board, in the members' petition or in the members' resolution, whichever is applicable, and no other business shall be considered.

Section 3. Attendance and Voting at Membership Meetings

- a. Only Current members in good standing shall have the right to vote at Guild membership meetings; except that the Board in its discretion may invite members in one or more of the following categories to attend but not vote at a designated annual or special membership meeting: Associate, Post-Current, Emeritus or Withdrawn. (See Article IV, subpart A, Sections 3.b, 4.b, 5.b and 6.b, and subpart B, Section 2 for provisions regarding attendance at membership meetings).

- b. Any Current member in good standing who is absent from a membership meeting may vote by giving a written proxy to any other Current member in good standing who will be present at such meeting. To be valid a proxy shall specify the date of a particular meeting when it is to be voted. Any proxy purporting to authorize its holder to vote at more than one (1) meeting shall be null and void. A Current member in good standing may hold an unlimited number of proxies.

Section 4. Tellers Committee

At each membership meeting the presiding officer shall announce the appointment of not less than seven (7) Current members in good standing present in person to act as a tellers committee. By majority vote, the tellers committee shall pass upon all ballots cast by mail, online, by proxy or in person at a membership meeting.

Section 5. Quorum for a Membership Meeting

- a. Ten percent (10%) of the Current members in good standing present in person at a duly called meeting shall constitute a quorum, except that mail or online ballots received on a particular issue shall count toward a quorum with respect to, and only to, the following:
 - (i) Matters required by this Constitution and Bylaws to be acted upon by mail or online ballot in conjunction with a duly called annual or special meeting; or
 - (ii) Matters determined by the Board to be acted upon by mail or online ballot in conjunction with a duly called annual or special meeting.

Ballots cast by proxy on a particular issue shall not count toward a quorum.

- b. If a quorum is not present for a meeting, the presiding officer may adjourn the meeting to a day and hour not more than thirty (30) days later. Notice for a resumed annual or special meeting shall be given in the manner provided in Section 1.c. or 2.b. of this Article, whichever is applicable.

If the notice for the original meeting specified measures to be voted on but no vote was taken because of the failure to obtain a quorum, then the Board may submit to the membership for a mail or online vote without a meeting some or all of such matters. A majority of valid votes cast shall determine the question(s).

Section 6. Conduct of Business

All actions taken at or in conjunction with membership meetings shall be by a majority of valid votes cast on the question, except as otherwise provided in this Constitution and Bylaws.

Except as otherwise provided in this Constitution and Bylaws, the presiding officer shall conduct each membership meeting in accordance with Robert's Rules of Order (Scott Foreman & Co. 1990 Ed.).

Section 7. Voting by Mail or Online Ballot

Between annual meetings, the Board may submit matters over which it has authority as described in Article III to the membership by mail or online vote without a meeting. All actions taken by a mail or online vote without a meeting shall be by a majority of valid votes cast on the question.

A mail or online ballot on any of the following matters shall be valid only if conducted in conjunction with a duly called annual or special meeting, 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;

- b.** 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;
- d.** Any amendment to this Constitution;
- e.** Any loan or contribution of five hundred dollars (\$500.00) or more provided that it shall not be made for political purposes or any other purpose outside the objects of the Guild as specified in Article II of this Constitution;
- f.** Any matter relating to or affecting dues, initiation fees, or special assessments levied on the membership;
or
- g.** Any other matter requiring a two-thirds (2/3) majority for passage by the membership.

Whenever a mail or online ballot is held in conjunction with a membership meeting (excluding only Guild elections and matters described in Section 7.a. through g. of this Article), pro and con statements shall be included in the notice of the vote.

ARTICLE VIII

DUES AND ASSESSMENTS; FINANCES; ALLOCATION OF DUES; AND MEMBERSHIP AND FINANCE COMMITTEE

A. DUES AND ASSESSMENTS

Section 1. Initiation Fees

The Board of Directors shall have the right to impose an initiation fee of Two Thousand Five Hundred Dollars (\$2,500) for all applicants for Current membership in the Guild. The Board may, however, establish a lower initiation fee for applicants who work in a designated field provided that the fee is thereafter applied uniformly within that field and it is no less than Five Hundred Dollars (\$500.00).

Section 2. Dues Obligations of Current Members

a. Declaration of Earnings

Each Current member shall deliver a complete and accurate declaration of earnings to the Guild within thirty (30) days after the Guild sends a declaration form to the member.

b. Dues Rates

No later than thirty (30) days after the Guild sends a dues bill to a Current member, such member shall pay dues to the Guild to be computed as follows:

- (i) Basic dues of Twenty-Five Dollars (\$25.00) per quarter; and in addition
- (ii) An amount equal to one-and-one-half percent (1.5%) of the member's gross income derived from employment and the sale or option of literary material within the Guild's jurisdiction. This computation shall be made on all such income whether paid directly to the member, or indirectly, for example, through a loanout company as that term is commonly understood in the entertainment industry.

c. Bookkeeping Fee

A bookkeeping fee of Ten Dollars (\$10.00) per quarter shall be charged for each quarter in which a member does not file a declaration of earnings in compliance with Section 2.a. above or does not pay dues in compliance with Section 2.b. above or does not pay a special assessment in compliance with Section 3. below.

Section 3. Special Assessments

The Board of Directors may levy special assessments upon the Current members of the Guild on approval by a two-thirds (2/3) vote of the Current members in good standing voting at

- a. an annual meeting,
- b. a special membership meeting called for that purpose, or
- c. by a mail ballot conducted in conjunction with an annual or special membership meeting.

Section 4. In Arrears Status

- a. A member shall be considered In Arrears who does not pay an initiation fee in compliance with Section 1. above, or who fails to file a complete and accurate declaration of earnings in compliance with Section 2.a. above, or who does not pay dues, a bookkeeping fee or a special assessment in compliance with Sections 2.b., 2.c.; or Section 3. above, respectively.
- b. A member who remains In Arrears for four (4) months after being notified of his/her In Arrears status may be suspended or expelled from the Guild by action of the Board.

- c. A member shall be reinstated upon the payment of the member's outstanding balance of the initiation fee, dues, bookkeeping fees and/or special assessments, plus any monetary penalty the Board may impose.

Section 5. Waiver of Basic Dues

Upon written notification to the Guild, a member who is receiving a pension under pension plan provisions negotiated by the Guild or who is fully disabled shall be granted a waiver of the basic dues set forth in Section 2.b.(i) of Article VIII, subpart A.

B. GUILD FINANCES

Section 1. General

The Guild's fiscal year shall commence on April 1.

All membership dues, bookkeeping fees and special assessments provided in this Article VIII shall be paid directly to the Guild in care of the Secretary-Treasurer.

Section 2. Authorized Expenditures

All Guild income shall be used for Guild purposes as set forth in Article II of this Constitution. The Board shall consult the Membership and Finance Committee concerning expenditures other than normal and necessary expenses relating to Guild operations and disbursements of strike benefits from the Strike Fund.

Recommendations of the Membership and Finance Committee are not binding on the Board.

Section 3. Emergency Fund

Within forty-five (45) days after the end of each fiscal year the Secretary-Treasurer shall subtract the Guild's total expenditures for such year from its gross income. Any resulting surplus shall be set aside for emergency purposes up to a limit of fifteen percent (15%) of the Guild's gross income for the fiscal year just ended. This emergency fund shall be maintained at Three Hundred Fifty Thousand Dollars (\$350,000.00) unless the Board votes by a two-thirds (2/3) majority to increase this amount.

If the surplus is insufficient to provide the fifteen percent (15%) addition to the emergency fund, then the amount of the deficiency shall be added to the emergency fund in the following years.

Withdrawals from the emergency fund shall be authorized by a vote of two-thirds (2/3) of the Board. The membership shall be advised of the amount withdrawn and the reason(s) for the withdrawal.

Section 4. Undeliverable Funds

- a. Each member of the Guild shall keep the Guild informed in writing of the member's current mailing address. Changes in a member's mailing address shall be reported promptly to the Guild. (See Article XIII of this Constitution).
- b. Pursuant to the Guild's various agreements, residuals, other deferred compensation and other payments for Guild-represented writers are delivered to the Guild for processing and transmittal to these writers. It is the Guild's practice to mail checks for these sums to writers at the addresses shown on the Guild's records. In many instances the checks are returned by the post office because the writer is unknown at the address indicated or the writer has moved without leaving a forwarding address. The Guild makes all reasonable efforts to locate the writers entitled to these checks, which may require considerable time, expense and effort. In some cases, the writers are never located.

- c. If a Guild-represented writer does not claim such a check within seven (7) years after the Guild received the payment for processing, then the amount of the check shall be deemed the Guild's property, and it may be used by the Guild to defray the normal and necessary costs of Guild operations. Such amounts shall be paid to the writers entitled to them upon delivery of a valid written claim to the Guild's Secretary-Treasurer at any time after the seven (7) year period.
- d. The Guild shall not be obligated to pay interest on any amounts paid to a writer whose check could not be delivered at the address listed by the writer with the Guild or, in the case of a non-member, provided to the Guild by the company or other payor-entity or person involved.
- e. This Section 4. shall apply to residuals, other deferred compensation and other payments received by the Guild for writers prior to the effective date of this amendment and held by it on such date, and all such amounts received by the Guild thereafter.

C. ALLOCATION OF DUES

Section 1. Dues Paid as a Percentage of Gross Income

Dues paid as a percentage of gross income in compliance with Section 2.b.(ii) of Article VIII, subpart A. shall be allocated in the following manner:

- a. Through September 30, 1992, two-thirds (2/3) of such amounts shall be used for general Guild purposes as described in Section B.2 of this Article VIII. From the remaining one-third (1/3), eighty percent (80%) shall be deposited in the Strike Fund; ten percent (10%) shall be used for Residuals operations (monitoring, policing and collection); and ten percent (10%) shall be for other increased or new Guild services as authorized by Article VIII, subpart B., Section 2.
- b. Effective October 1, 1992, all such amounts shall be used for general Guild purposes as described in Section B.2. of this Article VIII.

Section 2. The Strike Fund and Other Funds for the Benefit of Writers

- a. The Strike Fund shall be segregated from all other Guild accounts and maintained in prudent interest-bearing investments. Interest and income derived from these investments shall accrue only to the Strike Fund, subject to Section 2.b. below.
- b. Effective October 1, 1992, the Strike Fund shall be maintained at Six Million Dollars (\$6,000,000.00) in revenues previously allocated from members' dues paid as a percentage of gross income in compliance with Section 2.b.(ii) of Article VIII, subpart A. Interest and income derived from investments on or after October 1, 1992 shall continue to accrue to the Strike Fund up to a limit each fiscal year equal to the return computed by multiplying the amount in the Strike Fund by a Board-designated cost-of-living index. The excess of such interest and investment income shall be transferred to one or both of the funds established to benefit writers as described below in Section 2.c. of this Article VIII, subpart C.
- c. As soon as practicable after October 1, 1992, the Board shall transfer all sums in the Strike Fund as of October 1, 1992 in excess of Six Million Dollars (\$6,000,000.00) to the funds described below for the benefit of writers, as follows:
 - (i) Forty percent (40%) of the transferred amount shall establish a Good and Welfare Fund to assist Guild members experiencing acute financial distress in emergency situations; and
 - (ii) Sixty percent (60%) of the transferred amount shall establish the Year 2000 Fund to meet the challenges and address the issues raised by significant changes in the domestic and international marketplace for writing services; to ensure that Guild-represented writers' future participation in revenues generated by the exploitation of their literary material is better protected and guaranteed (for example, company-by-company audits and other improvements in the collection of residuals); and to enhance the creative, artistic and professional standing of screenwriters.

Each fund described in this Section 2.c. shall be segregated from all other Guild accounts and maintained in a prudent manner. Interest income derived from each such fund shall accrue only to that fund. The Board may add other amounts to one or both of these funds, which amounts may include members' dues paid as a percentage of gross income.

In addition, interest and investment income derived from the Strike Fund after October 1, 1992 in excess of the rate of return described above in Section 2.b. of Article VIII, subpart C. shall be transferred to one or both of the funds described in this Section 2.c.

D. MEMBERSHIP AND FINANCE COMMITTEE

The Membership and Finance Committee shall be composed of the Secretary-Treasurer and four (4) Current members in good standing who shall be appointed annually by the Board at its first regular meeting after the annual membership meeting. The Secretary-Treasurer shall be the chairperson of the Committee.

NEGOTIATION AND RATIFICATION OF COLLECTIVE BARGAINING
AGREEMENTS;
RESTRAINING ORDERS

A. PREPARATION AND APPROVAL OF DEMANDS

Section 1.

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 Board of Directors and thereafter the pattern of such demands shall be presented to the membership of each Guild. The Board in the area of primary interest shall vote first upon the demands, and then the other Board shall vote. If a majority of the Board 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 Board as aforesaid. If a majority of the Board in the area of primary interest shall approve and the vote of the Board 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 Boards 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 negotiating committee for further study, revision and resubmission to the Boards. Following approval by the Boards, 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 Board 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 be prepared to recommend either the ratification of terms agreed upon or 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 and shall be considered by the Boards 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 Boards or of the memberships, the reasons 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 Boards and memberships as above provided, the agreement or Code shall be referred to the Guilds for execution in the manner hereinafter provided.

Section 2.

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

In the event of negotiations relating to Staff News Shops, the negotiating committee may consist of five (5) members including the shop steward, one (1) other member of the shop and one (1) member of the Board.

The committee shall proceed to draft a set of demands which shall be submitted for the approval of the Board and thereafter the pattern of such demands shall be presented to the membership. If a majority of the Board 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 resubmission to the Board and membership.

Section 3.

The negotiation 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 hereinbefore defined shall be conducted in the following manner:

- a. The negotiating committee shall consist of ten (10) representatives chosen by the Board, and a non-voting chairperson designated by the Board from among its own members;
- b. The committee shall proceed to draft and submit a set of demands to the Board and to the membership of the Guild for approval, in that order. If either a majority of the Board 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 Board and the membership.

B. RATIFICATION

Section 1.

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.

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 Board and the membership in that order. If a majority of the Board 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 writers who are

entitled to Current status on the basis of employment in the fields relating to the staff contracts.

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 executed by the Guild and Writers Guild of America, East, Inc., as provided for in Article XIV hereof.

C. RESTRAINING ORDERS

Section 1.

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 subsection 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 Boards, the Boards shall, after approval by the memberships in the manner hereafter provided, issue orders directing all members of their respective Guilds 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 or online ballot issued in connection with such meeting, as authorized by Section 7. of Article VII, the voting membership of the Guild whose Board 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.

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 Board when an impasse in negotiations has been reached. The Board, 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 purposes of this paragraph, in connection with so-called radio or television Staff News Shops 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, East, Inc., of such proposed action and shall also proceed to ballot at a meeting, or by a mail or online ballot issued in connection with such meeting, as authorized by Section 7. 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 continue until withdrawn by action of the Board.

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

Section 3.

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 Board when an impasse in negotiations has been reached. The Board 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 to 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, East, Inc., of such proposed action and shall also proceed to ballot at a meeting, or by a mail or online ballot issued in connection with such meeting, as authorized by Section 7. 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 Board.

Section 4.

Notwithstanding anything hereinbefore contained to the contrary, the Board 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 and has perpetrated a fraud, has deliberately violated professional or commercial obligations or has conducted himself/herself unfairly in any such transaction, or that by reason of his/her 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 Board shall thereupon have the right (subject to such terms and conditions as in the Board'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 or licensing of their literary or dramatic material or rights therein until further notice from the Board.

The Board may withdraw such order on such terms and conditions as in the Board'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.

If a restraining order shall be issued by the Board of either Guild with respect to the negotiation of the 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 Board 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. Strike Fund Committee

- a. At least eight (8) months prior to the expiration of an industry-wide collective bargaining agreement, the Board of Directors shall establish a Strike Fund Committee of seven (7) members to establish guidelines

for disbursement of monies maintained in the Strike Fund in the event of the imposition of a restraining order.

- b. The Strike Fund Committee shall solicit member input and establish criteria to be approved by the Board of Directors so as to ensure that Strike Fund benefits, whether loans or grants, shall be given only to a member who faces financial hardship because his/her income is demonstrably affected by the imposition of a restraining order.
- c. The criteria established pursuant to subsection b. above shall be announced to the membership two (2) months prior to the expiration of an industrywide collective bargaining agreement.
- d. In the event of an industrywide restraining order, monies shall be disbursed by the Strike Fund Committee pursuant to the criteria approved pursuant to the provisions of this section. In the case of other strikes, the monies shall be disbursed in the discretion of the Strike Fund Committee, which shall apply the same criteria where applicable, but in any event only to members who face financial hardship because their income has been demonstrably affected by the imposition of a restraining order.

D. [Deleted]

E. AMENDMENTS PURSUANT TO THE CONTRACT ADJUSTMENT COMMITTEE OF THE WRITERS GUILD OF AMERICA THEATRICAL AND TELEVISION BASIC AGREEMENT - 1992 EXTENSION

Section 1.

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.

The Board and Council of Writers Guild of America, East 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 canvas of member opinion is made with regard thereto and the Board and Council appoint a negotiating committee or committees, which may vary in size, composed of Current active members of this Guild and of Writers Guild of America, East in a proportion that shall be no less favorable to Writers Guild of America, East than that contained in Section 1. of this Article IX.A. (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.

Upon an amendment or amendments being recommended by the Contract Adjustment Committee, the Board (West) shall vote first and 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 Council is contrary to the vote of the Board by a two-thirds (2/3) vote, the votes of both Board and Council shall be counted on a cumulative basis to determine the approval or disapproval of the amendment(s). If on such basis the amendment is disapproved, it shall be referred back to the negotiating committee(s). Following approval by the Board and the Council, the amendment 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 memberships of the Guilds disapproves of the amendment, it shall be referred back to the negotiating committee(s).

ARTICLE X
DISCIPLINE

A. GROUNDS

Section 1. General

Any member of the Guild, including those in the status of Current, In Arrears, or Suspended, who shall be found guilty, after a hearing in accordance with procedures in this Article X or adopted by the Board, 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 his/her material, or of failing to observe the Constitution and Bylaws of this Guild, or any work rules or strike rules of the Guild, or any lawful order of the Board, or of failing to abide by the requirements of any collective bargaining agreement or code of fair practice to which the Guild is party, or of engaging in "dual unionism," 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" is defined as the holding of membership in, the affiliation with or other activities in support of 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 within this Guild's jurisdiction, 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; Forms of Discipline

The writing or submitting of a "scab script" to a producer or employer shall be conclusively deemed conduct prejudicial to the welfare of the Guild. For the purpose of this provision, "scab scripts" are defined to include (complete or partial) without limitation "literary material," stories (including springboards), treatments, teleplays, radio scripts, or screenplays written on order or request of or submitted to a producer, production company, network, individual station, cable TV or cassette company or the like as to which the Guild is on strike at the time of the writing or submission, whether or not the writer is a member of the Guild. 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 suspension, by a fine, or, by a combination of the foregoing.

Section 4. Pseudonyms

In relation to strike situations, except as permitted by the Board of Directors upon a showing of good cause, a member shall not use any pseudonym for authorship of literary material or for writing credits which has not been registered with the Guild prior to the rendition of writing services or sale or option of the literary material.

Section 5. False Statement in Membership Application

A member who is discovered after admission to membership to have sworn to a false statement in his/her 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 Board, which may assess a fine and/or other conditions before readmission.

B. PROCEDURE

Section 1. Bringing a Charge

Any Current member of the Guild in good standing or the Board may invoke the provisions of this Article by filing a written charge against any member(s) with the Executive Director not later than one (1) year after the date upon which the alleged offense occurred or one (1) year after the alleged offense reasonably could have been discovered by such Current member or by the Board, whichever date is later. The charge shall specify as succinctly and explicitly as possible the nature of the offense, the date and place of its occurrence, and the applicable section of the Constitution, working rule, strike rule or the like.

Section 2. Charge Initiated by A Member

The Executive Director shall refer a charge initiated by a Current member in good standing as soon as practicable to the Board for further action.

If the Board shall determine that the charge appears on its face to be without merit, it shall dismiss the charge and the member who filed the charge shall be notified of the dismissal and the reason(s) for the dismissal. The Board also may dismiss a charge for lack of jurisdiction or, for cause may decline to exercise its jurisdiction, and in either case, the Board shall notify the member who filed the charge of the dismissal and the reason(s) for the dismissal. The Board shall respond to a charge by no later than its fifth regular monthly meeting after the charge was referred by the Executive Director, but such response need not be the Board's final disposition of the charge.

Section 3. Convening a Trial Committee

When the Board refers a member-initiated charge to a hearing or files a written charge with the Executive Director, the Board shall instruct the Executive Director to select five (5) Current members in good standing, none of whom is interested in the proceeding other than as a Guild member, to act as a trial committee. The Executive Director shall do so as soon as practicable after the Board's referral or filing of the charge from a pool of Current members in good standing designated by the Board.

Section 4. Serving the Charge

After the trial committee has been selected, a copy of the charge shall be served upon the member against whom the charge has been made accompanied by a notice designating the date and place of hearing. The hearing date shall not be earlier than fifteen (15) days after the date of such service. The charge may be served in person or by registered or certified mail or by such alternative forms of service as comport with legal requirements.

Section 5. The Hearing

The member charged shall have the right to be present at the hearing, and to be represented by counsel and/or up to three (3) Current members in good standing of the Guild. If the Board initiated the charge, the Executive Director shall present to the trial committee the charge and any evidence in support of the charge. If a member initiated the charge, that member or his/her representative shall do so. The member charged shall have the right to introduce evidence, present witnesses and to cross-examine any witnesses who have testified in support of the charge. A record shall be kept of the proceedings but the testimony produced need not be under oath. The committee is not bound by any rules of evidence or procedure applicable in courts of law. The Board of Directors may adopt such rules of procedure for trial committee proceedings as it finds necessary, desirable or proper.

Section 6. Trial Committee's Report

The trial committee shall prepare a written summary of the proceedings and report of its findings signed by its chairperson, with a recommendation as to what form of discipline, if any, should be imposed. If any findings or recommendations are not unanimous, one or more trial committee members may attach a minority report.

Section 7. Board Action

The Board shall receive a trial committee's report and recommendations no later than ten (10) days before the Board meeting at which a Board vote on the report is taken. The absence of a minority report, if any, will not preclude Board action.

The Board may adopt or reject a trial committee's findings and recommendations that a member is guilty of one or more charges. The Board may adopt, but cannot reject, a trial committee's findings that a member is not guilty of one or more charges. After a finding of not guilty that member may not be retried on such charge. The Board may in its discretion increase or decrease discipline to be imposed upon a member found guilty.

Section 8. Appeals

Any member found guilty by the Board may appeal such disciplinary action to the membership of the Guild at the next membership meeting of the Guild following the Board's action. Notice of the member's appeal shall appear in the written call for the meeting. A majority vote of the Current members of the Guild in good standing voting by secret ballot cast in person at the meeting shall be sufficient to reverse the Board's findings or to reduce or expunge the discipline imposed provided that a quorum was established during the meeting. What may occur if a quorum is not achieved shall be governed by Article VII, Section 5.b. of this Constitution.

Notice of an appeal must be filed in writing with the Executive Director of the Guild within thirty (30) days after the member has received notice from the Guild of the discipline imposed. The member/appellant shall be given at least twenty (20) days advance written notice of the time and place of the meeting. The member may speak in person at the meeting, through a Current member in good standing of the Guild, or through counsel. Pending an appeal, the discipline imposed by the Board shall remain in effect.

Section 9. Board Review after Initial Board Action

Any disciplinary action imposed by the Board pursuant to this Article X, subpart B.7. may be modified or terminated by a two-thirds (2/3) vote of the Board.

Whether or not there has been membership action on an appeal, a disciplined writer may request Board review of his/her case because of newly discovered material evidence. This request must be in writing and filed with the Executive Director no later than two (2) months after discovery of such material evidence. The Executive Director shall refer the request for review to the Board as soon as practicable.

Section 10. Exhaustion of Remedies

No member may take any court action to review any disciplinary action taken pursuant to this Article unless and until the member has exhausted all remedies within the Guild.

ARTICLE XI
MEDIATION AND ARBITRATION

A. OBJECT; JURISDICTION OVER SUBJECT MATTER

To facilitate the amicable and expeditious resolution of disputes involving members engaged in professional transactions, the Board 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.

Disputes between writers concerning events or circumstances in the Guild's determination of writing credits under the MBA or other collective bargaining agreement are not subject to these Article XI procedures.

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. DISPUTE RESOLUTION PROCEEDINGS

Section 1. Eligibility to Participate

Associates: These members shall be eligible to both initiate mediation and arbitration proceedings, and to participate as the responding party.

Current, Post-Current and Emeritus: These members who are in good standing shall be eligible to initiate or to participate as the responding party in mediation and arbitration proceedings. These members who are In Arrears may participate in the proceedings as the responding party only.

Withdrawn: A person in Withdrawn status is not eligible to initiate mediation or arbitration proceedings, but may participate as the responding party. A person in Withdrawn status 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.

Non-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 Board 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. If participants enter into a written agreement to mediate or arbitrate a dispute under this Article, then their agreement may be enforced by a participant, or by the Guild acting on a member's behalf, in any court of competent jurisdiction. In the case of an agreement to arbitrate, the preceding sentence is subject to Section 4.b.(9) below.

Section 3. Mediation

a. General

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 compelled decision imposed by an outside party in mediation. 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 Guild shall provide expedited mediation procedures subject to the mutual consent of the parties.

b. Mediation Procedures

The Board of Directors 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 Section B.1 of this Article. The Guild shall, as soon as practicable, also provide every proposed participant with the written rules and procedures for mediation and arbitration.

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, but not by disciplinary proceedings pursuant to Article X of this Constitution.

Section 4. Arbitration

a. Procedures For Initiating An Arbitration

(1) General

Eligible members may file with the Executive Director, on a form provided by the Guild, an application requesting an arbitration before a Guild tribunal. The application shall state whether the parties had previously submitted their dispute to mediation, the name and affiliation of the mediator, whether the mediation proceeding occurred through the Guild or otherwise, the date and outcome of the mediation.

The application also shall contain a concise and simple statement of the facts upon which the arbitration is sought, and, on a form provided by the Guild, a signed agreement to arbitrate the dispute. (See Section 4.b. below.) If the requirements for jurisdiction under this Article are met on the face of the application, the Executive Director shall refer it as soon as practicable to the Board for review.

The Board of Directors may require that members participate in mediation as a condition to proceeding to arbitration under this Article. The Board has discretion to suspend the initiation of all new arbitration proceedings due to financial or administrative burden or other good cause.

If the member initiating the arbitration is not able to contact one or more responding parties to obtain a signed agreement to arbitrate, the Guild shall make reasonable efforts to do so. If the agreement to arbitrate has been signed by all parties, then 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 date indicated for commencement of the hearing. The notice shall state the date, time and place of the hearing.

(2) 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 a request shall state the date

when an arbitration decision is needed and why. The Board, or a subcommittee of the Board, may direct that the arbitration proceed on an expedited basis. In reviewing the request for an expedited arbitration, the Board, or its subcommittee, shall take into account the needs of all members involved in the case, including their ability adequately to prepare for the hearing on shortened notice.

b. The Agreement to Arbitrate

To initiate an arbitration a member must agree in writing to an arbitration procedure, and file an application on a form provided by the Guild. For an arbitration to proceed, all parties must sign an agreement to arbitrate on a form provided by the Guild. All other procedural and jurisdictional requirements of this Article also must have been satisfied. The Board of Directors may first require mediation. [See Section 4.a., subparagraphs (1) and (2) above, for a more detailed description of procedures.]

The agreement to arbitrate shall include:

- (1) The parties' statement of whether they had submitted their dispute to mediation, whether the mediation proceeding occurred through the Guild or otherwise, the name and affiliation of the mediator, and the date and outcome of the mediation;
- (2) The parties' consent to an irrevocable waiver of their right to be represented by outside counsel at the hearing, with the understanding that each party may be represented in the proceeding by any Current member in good standing;
- (3) The name of each party's designated representative, if any, and telephone number;
- (4) The parties' consent to a simultaneous exchange of written statements of their respective positions concerning the dispute, including a description of the remedies sought, twenty (20) days prior to commencement of the arbitration hearing;
- (5) The parties' consent to an irrevocable waiver of the right to subpoena documents and/or witnesses for the hearing;
- (6) The parties' consent to comply with requests of the arbitration tribunal to produce documents in their possession or control for consideration as evidence in the hearing, or to produce any witnesses who are available and willing to testify in the hearing;
- (7) The parties' consent that the arbitration award is to be final and binding on them;
- (8) If the dispute involves a pending option or sale of literary material or disposition of the proceeds from the option or sale of literary material, the parties' consent to execute option or acquisition agreements, quitclaims and any other documents necessary to effectuate the transaction(s), if so instructed by the arbitration tribunal in its award;
- (9) The parties' statement that they may mutually agree in writing to rescind or cancel their agreement to arbitrate at any stage of the process prior to issuance of the arbitration award; but in the absence of such a mutual agreement, the parties are bound to continue with the arbitration and be bound by the decision of the tribunal. (See Section 5. below);
- (10) The Guild's list of Current members in good standing who have agreed to volunteer their time to represent parties in arbitration proceedings under this Article;
- (11) The Guild's list of the pool of Current members in good standing, as designated by the Board, eligible and willing to serve as members of arbitration tribunals under this Article. No member with an interest in the dispute shall be eligible to serve on the tribunal. [Note: A separate copy of this list will be provided to each party with the agreement to arbitrate. A party may exercise, on a confidential basis, a reasonable number of challenges to potential arbitrators. Parties are not required to provide any reason for exercising a challenge.];

- (12) The Guild's statement that the arbitration proceedings are to be governed by California law; and
- (13) The Guild's description of the limited grounds for appealing an arbitration award under California law.

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 Board 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 requirements of Section 4.b. The names of tribunal members shall be included in the Guild's notice of hearing.

d. 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.

Arbitration tribunals established under this Article shall not have the authority to issue subpoenas requiring the attendance of witnesses or the production of documents. The tribunal has sole discretion to request that one or more parties

- (1) make witnesses available to give oral testimony in the hearing, and/or
- (2) produce documents for consideration as exhibits in the hearing.

Section 5. Application of California Law

Although there are inconsistencies between the preceding Section 4. and California law, the decision and award of the arbitration tribunal shall be deemed to be arbitration proceedings within the meaning of Title IX, Sections 1280 to 1293, or as they may be amended, of the California Code of Civil Procedure and shall be governed thereby. Parties to an arbitration acknowledge and consent to this Section 5. by their signatures on the agreement to arbitrate.

ARTICLE XII

AMENDMENTS

Section 1. General

- a. This Constitution and Bylaws may be amended by a vote of two-thirds (2/3) of the Current members in good standing of this Guild and of the Writers Guild of America, East, Inc., voting by mail or online ballot or in person at their respective annual meetings or at concurrent special meetings called for that purpose. Valid proxy votes also may be cast in this amending process except for votes on amendments concerning Article VIII, subpart A, Sections 2. or 3. ("Dues Obligations of Current Members" or "Special Assessments") or this Section 1.a.
- b. With regard to amendments affecting only the Constitution and Bylaws of Writers Guild of America, West, voters shall be limited to Current members in good standing of the WGA, West, and only these members need receive notices, ballots or other voting materials concerning such amendments.

Section 2. Proposing Amendments

a. General

A proposition to amend this Constitution and Bylaws shall be acted upon if authorized by resolution of the Board or if a petition signed by at least one hundred fifty (150) Current members of the Guild in good standing is presented to the Executive Director.

If the proposed amendment is initiated by petition, the full text or an accurate summary of the proposed amendment and the name(s) of the Guild member(s) sponsoring the petition ("sponsors") shall appear on each page of the petition containing members' signatures. If the text or summary requires more than one page, each member's signature must appear on each page. If a summary is used, persons circulating petitions shall make the full text of proposed amendments available to Guild members upon request. The Executive Director shall present any petition signed by at least one hundred fifty (150) Current members in good standing to the Board at its next regular meeting for further action.

Upon request, the Guild will provide the names of members who signed a petition initiating amendments to any Current member in good standing.

b. First Notice and Meeting

Within thirty (30) days after the Board initiates a proposed amendment or is presented with a valid petition for an amendment, it shall send notice of the proposed text(s) and a concise statement of explanation from the originators of the amendment to all Current members in good standing. The notice of Board-initiated amendments shall include a record of the Board's vote by roll-call on the proposed amendment; the notice of amendments initiated by petition shall include the name(s) of the sponsor(s) of the petition. In both instances, the notice of the proposed text(s) also shall include:

- (i) a request for written comments on the proposed amendment(s) from Current members in good standing, which must be submitted to the Board within fourteen (14) days from the date of notice. If an amendment is initiated by petition, the Board shall provide the comments to all sponsors of the petition; and
- (ii) notice of the date, hour and place of a meeting to be convened solely for the purpose of members' debate and discussion of the proposed amendment(s). The meeting shall be held no later than the twenty-first (21st) day after the date of notice.

Within fourteen (14) days after this meeting, the Board shall vote to retain or modify the text of a Board-initiated amendment, or to withdraw it from further consideration by the membership.

Within fourteen (14) days after the membership meeting, two-thirds (2/3) or more of the sponsors of an amendment initiated by petition may retain or make non-substantive changes in the text of the proposed amendment, or withdraw it from further consideration by the membership.

c. Second Notice and Meeting

The Guild shall send the final text of the proposed amendment to the membership. Included in this second notice shall be:

- (i) Notice of the date, hour and place of a second meeting, to occur no less than ten (10) days from the date of the notice, and to be convened solely for the purpose of members' debate and discussion of the proposed amendment(s); and
- (ii) A request for the pro or con or any other relevant statements described in Sections 3(b) and (c) of this Article.

The notice of Board-initiated amendments shall include a record of the Board's vote by roll-call on the final text. The notice of amendments initiated by petition shall include the name(s) of the sponsor(s) of the petition.

Section 3. Voting Procedures and Notice of Vote

Voting on proposed amendments shall take place by mail or online ballot, and at the annual meeting or a special membership meeting called for that purpose. The meeting shall occur no less than twenty-one (21) days after the ballots and all other voting materials are sent to members eligible to vote. In cases of emergency as determined by a two-thirds (2/3) majority of the Board, the meeting shall occur no less than ten (10) business days after the ballots and all other voting materials are sent to members eligible to vote.

In accord with Section 1.a. of this Article, the Board shall send proposed amendments to each Current member in good standing of this Guild, together with the call for the annual or special meeting. The notice and ballots shall be sent within the time limit specified in the respective Constitutions and Bylaws of this Guild and Writers Guild of America, East, Inc.

In accord with Section 1.b. of this Article, the Board shall send proposed amendments to each Current member in good standing of this Guild, together with the call for the annual or special meeting. The notice and ballots shall be sent within the time limit specified in this Constitution.

The notice of vote sent to Current members in good standing shall also include:

- (a) the final text of the proposed amendment(s);
- (b) pro or con or any other relevant statements relating to the proposed amendment(s) submitted and signed by at least twenty-five (25) Current members in good standing. These statements must be submitted to the Guild in camera-ready form no later than fourteen (14) days after the second meeting described in Section 2. of this Article. The names of those members making the statement(s) shall appear on the statement(s) when sent;
- (c) pro or con or any other relevant statements relating to the proposed amendments from Board members and, if so requested by the Board, a statement relating to the amendments from the Executive Director or the Executive Director's designee. These statements must be submitted to the Guild in camera-ready form no later than fourteen (14) days after the second meeting described in Section 2. of this Article. The names

of those Board members making the statement(s) shall appear on the statement(s), and a report of the Board's final vote by roll-call shall also be included.

All statements described in the preceding subparagraphs (b) and (c) shall be made available at the Guild to all persons who have submitted statements, during the week following the deadline for their submission for a period of no less than three (3) days [two (2) of which must be business days]. Board members, sponsors of petitions and each group who submitted a pro or con statement may submit rebuttal statements in camera-ready form to the Guild no later than seven (7) days following the deadline for submission of statements. Rebuttal statements, if any, will be included in the notice of vote with the statements to which they refer.

This notice of vote shall be sent within seven (7) days after the deadline for submission of rebuttal statements.

Under no circumstances shall the time required for the amending process be less than ninety (90) days, to be calculated from the Guild's first notice of proposed amendments to the date of the Guild's notice of vote.

Notwithstanding the foregoing, if there are no negative comments and no substantive changes are made in a proposed amendment pursuant to Section 2.b. of this Article, the Board may decide not to send notice of and hold the second meeting described in Section 2.c. The Guild shall, however, include in the second notice the final text of the amendments and other materials not specifically related to the meeting, such as the request for pro or con statements.

ARTICLE XIII

NOTICES

It is the responsibility of the writer upon admission to any category of membership in this Guild to furnish the Executive Director with an effective means to deliver Guild notices and other communications, including both a mailing address and an e-mail address. Each member shall be responsible to advise the Executive Director promptly in writing of any changes in this information.

The Guild shall deliver all notices to the member by mail, e-mail or personal service as defined by law at the address last given, unless another method of delivery is specified in this Constitution. Notice shall be deemed received on the date of mailing, e-mailing or personal service.

ARTICLE XIV
AFFILIATION

Section 1. Affiliation Agreement

This Guild shall be affiliated with the Writers Guild of America, East, Inc., (hereinafter to be referred to as "Writers Guild, East" or "WGAE"). 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, East.

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 or 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 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 his/her membership to the other Guild shall apply to the Executive Director (or designee) of the Guild of which he/she 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 its 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 he or she 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 Bylaws.

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 Bylaws, and any existing or future agreements between the Guilds. Private or proprietary information 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 collective bargaining agreements and Codes whether negotiated individually or jointly pursuant to the provisions of this Constitution and Bylaws, provided that the authority to administer such contracts shall be delegated to the Guild which has in fact negotiated and approved such contract or Code except with respect to contracts or Codes covered by Section 3. of subdivision A. of Article IX and provided further that with respect to contracts and Codes covered by Section I. of subdivision A. of Article IX the authority of the Guilds with respect thereto shall be delegated as follows:

west of the Mississippi River to the Guild; east of the Mississippi River to 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 credits 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 he or she belongs. 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 Guild's 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 the Council.

(3) Members' statements 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. Settlement of Disputes

All disputes between the Guilds shall be resolved in accordance with the following expedited arbitration procedure:

- a.** Either Guild may file a grievance against the other Guild. The filing Guild must serve the grievance upon the other Guild both by facsimile and overnight delivery to the other Guild at its main office, addressed to the Executive Director.
- b.** Within ten (10) business days of receipt of the grievance, a Presidents' Emergency meeting shall be convened, by videoconference or otherwise, attended by the President of each Guild, in an effort to resolve the dispute between the Guilds. Each President may designate an alternate to attend if he or she is unavailable. The Executive Directors of both Guilds may additionally participate at the request of either President.
- c.** If the Presidents' Emergency meeting fails to resolve the dispute, the filing Guild may submit the dispute to arbitration within five (5) business days of the President's Emergency meeting. Within two (2) business days of the demand for arbitration, the Guilds shall select an arbitrator from a panel of five (5) standing arbitrators, to be annually selected by mutual agreement of both Guilds and set forth in a separate written agreement. If the Guilds fail to reach agreement on an arbitrator from the panel of five (5) standing arbitrators, they shall select from the panel by alternately striking names, with the party demanding arbitration striking first. If the Guilds have not agreed to a panel of standing arbitrators, they shall select an arbitrator, in the manner described above, from a list of five (5) labor arbitrators supplied by the American Arbitration Association. The list supplied by the American Arbitration Association shall contain no more than two (2) labor arbitrators based in California and no more than two (2) labor arbitrators based in New York. If either party, upon proper notice, refuses to participate in the selection of the arbitrator, the other Guild may unilaterally select an arbitrator from the five-person panel. The arbitration shall be held within thirty (30) calendar days of the demand for arbitration, or the earliest date thereafter on which the arbitrator is available. The Arbitrator shall use his or her best efforts to issue a decision within five (5) business days of the conclusion of the arbitration hearing.

- d. The Arbitrator shall have authority to determine all arbitrability issues, including without limitation timeliness and other procedural defenses, and the question of whether a particular claim presents an arbitrable dispute.
- e. The timelines provided for in this expedited arbitration procedure may be extended upon the written consent of both Guilds, or by the Arbitrator upon a showing of good cause. The Arbitrator shall have the authority to order discovery and issue subpoenas.
- f. Upon consent of both Guilds, the arbitration may be held at a mutually agreed upon location. If the Guilds cannot agree on the location for the arbitration, the first arbitration conducted pursuant to this expedited arbitration procedure shall be held in Los Angeles and thereafter each subsequent arbitration for which no agreement as to location is reached shall rotate between New York and Los Angeles. Witnesses may testify by videoconference.
- g. This expedited arbitration procedure sets forth the default dispute resolution mechanism for all disputes between the Guilds. Notwithstanding the above, the Guilds, through agreement in writing executed by both Guilds and approved by the WGAW Board and WGAE Council, may agree to resolve individual disputes through alternative means.

Section 8. National Officers and Council

a. The National Council

There shall be a National Council consisting of five (5) members to be appointed by the Board of the Guild, three (3) of whom shall be officers of the Board and two (2) of whom shall be non-officer members of the Board, and five (5) members to be appointed by the Council of the Writers Guild, East, three (3) of whom shall be officers of the Council and two (2) of whom shall be non-officer members of the Council. The WGAE Council 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 parties 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 Board or Council appointing them.

The meeting 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 Boards 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 Board of each Guild an accurate and concise summary thereof.

The Boards East and West may, by agreement, cancel not more than one (1) such National Council meeting each year but in no event may two (2) successive meetings be cancelled. In the event any meeting is cancelled the next meeting shall take place in the location for which the cancelled meeting was scheduled.

b. National Officers

- (1) Chairperson - At the April meetings 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 elected shall be a Current member in good standing of Writers Guild, East, and thereafter he/she shall be chosen alternately from the Current membership of the Guild and the Writers Guild, East.

The National Chairperson shall hold office for two (2) years and shall have the following responsibilities:

- (a) He/she shall preside over all meetings of the National Council and shall supervise the preparation of the agenda for such meetings but he/she shall not be entitled to vote thereat.
- (b) He/she shall expend reasonable time and effort in the mediation of all disputes between the Guilds.
- (c) He/she shall act as a public relations representative of the Guilds to the extent and in the manner agreed upon from time to time by the Boards jointly.

A National Chairperson may be recalled at a concurrent meeting of the Boards by a two-thirds (2/3) vote of the combined members 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 his/her absence or incapacity.

c. Expenses of 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 9. 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 the members of both Guilds without prior consultation with the other Guild.

Section 10. Voting Rights of Boards

If at any time the fixed number of Board members of either Guild, as a result of any amendment to the Constitution and Bylaws of either or both Guilds, shall be less than the fixed number of Board members of the other Guild, the voting rights of the Board 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 11. Term of Affiliation

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

ARTICLE XV

VOLUNTARY DISSOLUTION

Section 1. Board Action To Initiate Dissolution

By a two-thirds (2/3) majority vote, the Board of Directors, in accord with California law, may propose a voluntary dissolution of this Guild. The Board or its appointed committee shall prepare a plan of dissolution to wind up and settle Guild affairs. The plan may include, for example, the distribution of Guild assets, satisfaction of debts and liabilities, and a mechanism for carrying out the Guild's responsibilities to members.

The Board's approval of the plan must be by a two-thirds (2/3) majority vote.

Section 2. Membership Vote

Final approval of the decision to dissolve the Guild and to adopt a plan of dissolution shall be by the Guild's membership voting in person at a membership meeting held in conjunction with a mail or online ballot. Voting by proxy shall not be permitted.

Approval of the decision to dissolve the Guild must be by two-thirds (2/3) of the valid votes cast by the membership.

Adoption of a plan of dissolution must be by a majority of the valid votes cast by the membership.

Upon the membership's approval of the decision to dissolve the Guild and adoption of a plan of dissolution, the Board shall be deemed to have authorized the filing of a certificate of election to wind up and dissolve, or whatever other certificate or filing is required by California law at the time.

ARTICLE XVI
WORKING RULES

The Guild may adopt working rules governing the working relationships of members with one another, employers, agents and others with whom writers have professional dealings. -

Working rules shall be adopted or modified as follows:

- (1) The Board shall propose new working rules or changes in existing rules to the membership for a vote at a membership meeting held in conjunction with a mail ballot. Voting by proxy shall not be permitted.
- (2) Adoption or modification of working rules shall be by a majority of the valid votes cast by Current members of this Guild and Writers Guild of America, East, Inc. The vote of the Writers Guild of America, East, Inc., however, shall not be required in connection with any working rule which would be contrary to the law of New York State.-

The Board may suspend or declare void any working rule contrary to this Constitution and Bylaws, or if its operation causes a breach of law or of any contract entered into by the Guild.-

Violators of any working rule shall be subject to discipline under Article X, subpart A. of this Constitution.