

(The following Code of Working Rules applies to Associate, Current and Post-Current members.)

Code of Working Rules

OPERATING

1. Under the Constitution, the Guild may, from time to time, adopt Working Rules, as set forth below, governing the working relationship of members with employers, agents and others with whom writers have professional dealings in connection with writing services and literary properties. Any proposed working rule must be approved by the Board of Directors before submission to the membership for approval but shall not be effective or operative if, in the discretion of the Board of Directors, it is contrary to the provisions of the Constitution or causes a breach of any contract entered into by the Guild. A VIOLATION OF ANY WORKING RULE SHALL BE CONSIDERED GROUNDS FOR DISCIPLINARY ACTION.

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

EMPLOYMENT

3.

(a) All agreements and contracts between writers and producers must be in writing.

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

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

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

6. No member shall contract for employment with any producer under terms less favorable than those set forth in the applicable Minimum Basic Agreements.

Violation of this rule shall subject the member to disciplinary action and a fine of up to \$2,000, or on flat deals where the amount of money involved exceeds \$2,000, a fine of not more than 100% of the amount received for such writing.

NOTE: If you are working at the minimum on any assignment, check with the Guild office for further particulars as to the applicable provisions of the Minimum Basic Agreements.

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

8. No member shall accept employment with, nor option or sell literary material to, any person, firm or corporation who is not signatory to the applicable MBAs.

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

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

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

Violation of this Rule shall automatically subject the member to a fine, the maximum amount of which may not exceed 100% of his/her remuneration pursuant to such contract and the minimum amount of which shall be \$250 or the applicable minimum, whichever is lower.

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

Violation of this Rule shall subject the member to disciplinary action and a fine of up to \$2,000.

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

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

SPECULATIVE WRITING

14. No member shall work for a producer on speculation or under any arrangement in which

payment is contingent on approval or ability to pay. Members may, however, discuss their thoughts and reactions regarding material owned by the producer; it is recommended, however, that in such cases the writer shall make a written memorandum of any suggestions made by him/her and register this material at the Guild office.

Violation of this Rule shall subject the member to disciplinary action and a fine of up to \$2,000.

CREDITS AND ARBITRATION

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

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

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

18. If a writer performing duties as a production executive intends to claim collaboration credit, he/she must, at the time he/she starts to work as a writer, signify such intention in writing to the Guild and to any other writer or writers assigned to the script. *Failure to comply will subject the member to disciplinary action.* In order to be entitled to credit, such production executive must be able to furnish the Guild with written material of his/her own, which can be identified as his/her contribution to the finished script.

PSEUDONYM

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

ORIGINAL STORIES, SERIES AND PROGRAM IDEAS, ORIGINAL RADIO, SCREEN AND TELEPLAYS

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

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

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

ADVERTISING

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

1. Slanting reviews on account of advertising, or retaliating against a writer for failure to advertise.

2. Using pressure from a writer's employer to get advertising.

3. Engaging in any harassing practices, such as making repeated solicitation, asking for chain advertising, or soliciting an advertisement in connection with a particular picture before the picture has been previewed (or a particular show or series before the program has been broadcast).

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

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

AGENTS

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

ADDRESSES

24. Each member shall inform the Guild of his/her residence address and agent and will immediately advise the Guild of any changes thereof.

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

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

Revised: 5/21/68; 7/24/74; 9/24/86.