

DECLARATION OF PRINCIPLES AND CONTRACT PROPOSALS

SEE POSTER INSIDE.

WRITTEN BY RICHIE SOLOMON, MEMBER,
NEW MEDIA CAUCUS STEERING COMMITTEE

Presto Chango: Your Separated Rights Have Disappeared!

Many writers, including WGA members, have been working in New Media since the 1990s. Writers like Richie Solomon, work in the made-for Internet arena of New Media and have been covered for individual projects on a case by case basis. These contracts often included pension and health fund contributions, but do not provide other important MBA provisions such as separated rights, credits, and residuals. A top priority in our current MBA negotiations is to gain full MBA coverage and jurisdiction in this made-for category, so that signatory companies' projects are fully covered.

A true magician must master the art of misdirection. In fact, it's the keystone of magic: Divert attention to one hand so the audience doesn't see what you're doing with the other. That's exactly the danger with today's New Media contracts. The studios and networks have us focused on one hand with the issue of fair residuals for reuse of WGA-written content in New Media, which is undeniably important. But what they are doing with the other hand has far more potential for abuse.

I was recently a supervising producer/writer on a WGA-covered broadband anthology series. The pay was fair for the form, I was getting my pension and health paid into, and I received three Emmy nominations while I was on the show. Aside from the daily commute from Burbank to Santa Monica, life was good.

A major network was interested in developing the series into a primetime show. The execs kicked around several ideas on how they were going to adapt the anthology into a TV series with recurring main characters. One of the ideas focused on turning some

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WRITERS GUILD OF AMERICA CONTRACT 2007 BULLETIN

SEPTEMBER 2007, ISSUE 3

WRITTEN BY JOHN BOWMAN, CHAIR, NEGOTIATING COMMITTEE

Extending Guild Coverage in Animation and Reality

As noted in previous *Contract Bulletins*, the entertainment industry has grown domestically and globally in recent years. The conglomerates have registered major gains in profits, revenues, and stock prices. Writers, however, have not kept up with that growth. This is clear from the divergent profiles of industry revenues and writer earnings, graphically displayed in a chart on the following pages. We are an essential part of the success of this business, and we deserve to share in that success.

One of the most important reasons we have not kept up is the growth of non-Guild production, especially in animation and so-called "reality" television. Animation is an essential element of this negotiation. Every year, a bigger percentage of the box office draw and television lineup is filled with animated product. And WGA members are writing it. Yet the vast majority of them do so with no health insurance, no pension contribution, and no residuals. Gone are the days when only Disney released animated features and TV animation was the bastion of Saturday morning kids programming. Animated features now account for nearly ten percent of the top 100 films released annually (with several cracking the top ten), and all of the conglomerates have long-term programs for feature animation production. Similarly, there is an extraordinarily lucrative business in cable animation with entire networks devoted to its development, broadcast, and reuse. This is not to mention all of the possibilities that the Internet and New Media hold for animation.

While all the primetime network animation done for nearly 10 years now – ever since the writ-



"Now is the time to tell the Companies loudly and clearly that we will stand firm our demands to represent writers in any audio-visual genre, format or medium."

ers on the three Fox animated series stood up and demanded WGA coverage – has been done under WGA contracts by WGA members, much of the remaining work, (especially the feature work), is being done by our members with no union benefits at all. The conglomerates have gotten away with this dodge for too long and it is our intention to plug this loophole in this negotiation. We must reject, once and for all, the myth that our employers can refuse to give an animated project a WGA contract because "we don't cover it." If our members write it, then the WGA must cover it.

Another critical aspect of this negotiation is "reality TV." When networks refer to "reality TV," what they actually mean is "non-union TV." The networks would like us to believe that "reality" shows are a new form of entertainment

that aren't scripted, and therefore shouldn't be covered by the Writers Guild. This argument conveniently skirts the fact that reality-based TV has been around almost as long as the medium itself, and until the 1980s, virtually all of it was covered by the Guild. Shows like *American Idol* (Comedy/Variety), *Supernanny* (Non-Dramatic), *True Life* (Documentary), and *Temptation* (Quiz/Audience), already fall under existing categories of the MBA. The networks have used the label of "reality" TV to deny jurisdiction to the Guilds as a means of exploiting talent and cutting costs.

As Melissa Salmons eloquently noted in our last *Contract Bulletin*, screen and TV writers are united as never before. Now is the time to tell the Companies loudly and clearly that we will stand firm on our demands to represent writers in any audio-visual genre, format, or medium.

WGA MEMBERS SPEAK OUT

I admit that I watch a lot of reality TV and the next day, I discuss the stories



and characters with my friends. The people who fashion these story arcs and characters out of hours of raw footage may not be writers in a traditional sense. But in my humble opinion, they are creating stories as much as the documentary writers who are already members of the WGA. It's time that these reality story producers be afforded the respect and benefits of a WGA contract.

— Robin Schiff

WGAW Member since 1980,
WGAW Board of Directors, and
2007 WGA-MBA Contract
Negotiating Committee.



As a long-time Jeopardy! writer, I have benefited tremendously from

working under a WGA contract. I would love to see all game show writers represented. We are treated as professional writers when we work under WGA contracts.

— Kathy Easterling

Jeopardy! writer since 1986

WRITTEN BY DAVID YOUNG, CHIEF NEGOTIATOR

Jurisdiction in Cyberspace

Jurisdiction is a core issue for every union. It identifies the types of work, skills, occupations, and industries that a union organizes, and, ultimately, the workers it represents in collective bargaining. We've focused this bulletin on jurisdiction because it is a key part of the package of proposals we now have on the table with the AMPTP.



and interactive program contracts have been negotiated by the Guild.

The Companies are keenly aware of how important this issue is to us. The reason we were able to negotiate a deal for the *Lost* New Media content was because the writers took a stand and refused to write completely new shorts related to

the hit TV show until they were WGA-covered. ABC came to the negotiating table, and the first mobisode agreement was reached. We then negotiated a deal to cover CBS soapisodes to be run on the Internet. More recently, when NBC sought to pressure our members into writing material for the Internet without negotiating a full WGA deal, they refused. When NBC filed an arbitration claim against the WGA and a charge at the National Labor Relations Board for our action, the Guild received a favorable arbitration decision and a favorable NLRB ruling, both reaffirming our right to bargain over terms and conditions, and the right of writers, and the union, to refuse to do the work until acceptable terms are negotiated.

In addition to creating new channels for the distribution of existing product, the Internet is generating a tremendous explosion of new work for writers. We will not allow the Companies to unilaterally determine who will or will not be covered by a Guild agreement. We insist on representation for every writer in every genre of audio-visual entertainment and news, not only in television and film, but also for the nontraditional media of the Internet and cellular technology. Scan the business section of any major newspaper, and you're likely to read about some new deal between a studio and an Internet or Telecom service to distribute the content that writers create. The handwriting is on the virtual wall and we will not turn away from it.

We've learned much over the last two decades. The media conglomerates made the same arguments about Basic Cable in the early '80s that they are making now about the Internet—it's a new market, let's allow it to grow up, and we'll take care of you once we know what's going on. Twenty-five years later they are still resisting WGA coverage of basic cable shows. In that period, the market share of Guild-covered programs in broadcast television and basic cable has dropped significantly. The time to make a stand on jurisdiction is now. We will insist at the table for jurisdiction in New Media, "reality" TV, animation, and basic cable. In doing so we honor the hard-won gains of those who came before us and we secure a better future for today's writers and the generations to come.

There are all sorts of new names for the programs writers are creating for the Internet—webisodes, mobisodes, soapisodes—but if you think of it as all being an evolved form of television, then it's clear that it belongs in our jurisdiction. Writing for the Internet should be covered in the same manner as writing for television. We also want all the emerging digital technologies treated the same. The Guilds have already negotiated full WGA deals including minimums, credits, separated rights, and residuals for made-for-nontraditional media projects relating to the series *Lost*, as well as for two daytime serials. We are currently negotiating deals for several ground-breaking Internet projects. Since 2006, almost 200 Internet agreements

Organizing Comedy Central

Two years ago, I sat in the waiting area at Comedy Central watching *Kids in The Hall*. During a commercial, a promo for *Blue Collar TV* ran, and then we were told that an episode of *MAD TV* was coming up next. These were all shows I had written a lot of material for, and they were being rerun over and over on Comedy Central without any compensation to the writers. And here I was about to get hired to run *Mind of Mencia*, another show to be added to that list. That is what I remembered when the WGA proposed the plan for Comedy Central to “go guild.”

When we set out to unionize our shows, there was one thing that was very clear and, therefore, perfect in its motivation—we were right. We were not being greedy, were not

asking for something the company could not give and, for us on *Mind of Mencia*, we were the only department that wasn't union.

However, simply being right isn't enough. You have to act.

Negotiators on the other side have a job to do. That job is to pay us as little as possible. And, any writer who has negotiated a contract knows, if you aren't willing to walk you may not get what you want. So, as both sides challenged each other, there came a time when we felt we needed to make a bold statement, and three shows walked. Nothing personal. All business. We needed to show everyone that all important fact—we were right.

It's not easy to walk off a job. And it's not easy to threaten to go out for the rest of a season. But there is something about a simple truth that builds strength and unity.

The negotiations happened soon after and, with hard work from both teams, we reached an agreement. You should all know the executives at Comedy Central were absolutely professional and upfront in this contentious time. It was not a fun thing for anybody, and

I have nothing but respect for them. And I believe that our upcoming negotiations can end with both sides having mutual respect and understanding and a strong base for success in the industry we share.



But, for our part, there is no reason whatsoever that we as writers shouldn't be 100 percent unified and willing to walk for our future. Along with the groundbreaking work done by *The Daily Show With Jon Stewart* team and the WGA East, plus the addition of *The Colbert Report* as a union show, we have made good progress in cable on both coasts under both banners, East and West. With this next campaign, every jurisdiction must be covered.

If a small group of writers can put their necks out and fight, not just for themselves, but for future writers (holding out for more than just a “Pension and Health” deal was very important in establishing a precedent for future programs), then how can we not do the same now when the whole union has such a singular purpose?

We are right. And we cannot afford to look back and discover how wrong we were for not standing up when we had the chance.

“Probably the thing I was most impressed with during my term as President was seeing the determination of the writers at Comedy Central. Writers in New York and California demanded fair treatment, and they never wavered even when the negotiations got tough. I'm so proud of those writers. They serve as a brilliant example of what we can accomplish when writers stick together.”

— Outgoing WGAE President **Chris Albers**



Presto Chango!

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of the characters I had created into the main characters for the network series. It was one of many ideas during a long development process, and I didn't pay much attention to it at the time.

Several months after the show ended, I learned they were still interested in developing my script into a series of its own. When

the discussion came up of what I might receive should they create a show based on my characters, I was told that my original script was a work made for



hire without separated rights and thus they didn't owe me anything further. They get a network primetime show at a New Media cost and the original writer gets nothing!

The networks are fully aware of this loophole and continue to lay the groundwork for its further abuse.

A writer I know was negotiating a contract with the New Media division of a different network. I advised him to get a separated rights clause. The company didn't give him one, and the writer felt that if he pushed the matter further, he might lose the deal altogether.

It's unfortunate but that's exactly how many New Media writers feel. They are afraid that if they push for too much, the company will just

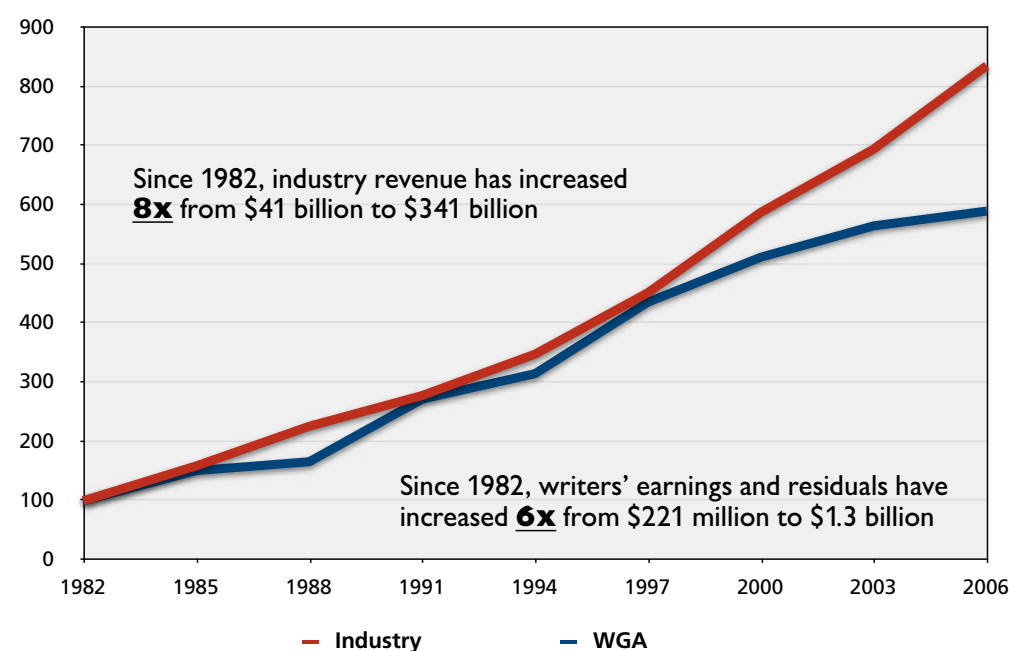
go with someone else. And that's exactly why getting “made for New Media” jurisdiction is so important. The writer shouldn't be intimidated when asking for credits, residuals, P&H contributions, and separated rights.

This year, the Academy of Television Arts & Sciences started recognizing broadband as another form of television, just like broadcast and cable. It seems only right that broadband should also be covered under similar terms in the MBA.

Now is the time to cut through the studios' and networks' New Media hocus-pocus and look past their smoke and mirrors. We need to focus on both of their hands or else our rights as professional writers will soon disappear.

WHY WINNING COVERAGE IN OUR JURISDICTION MATTERS

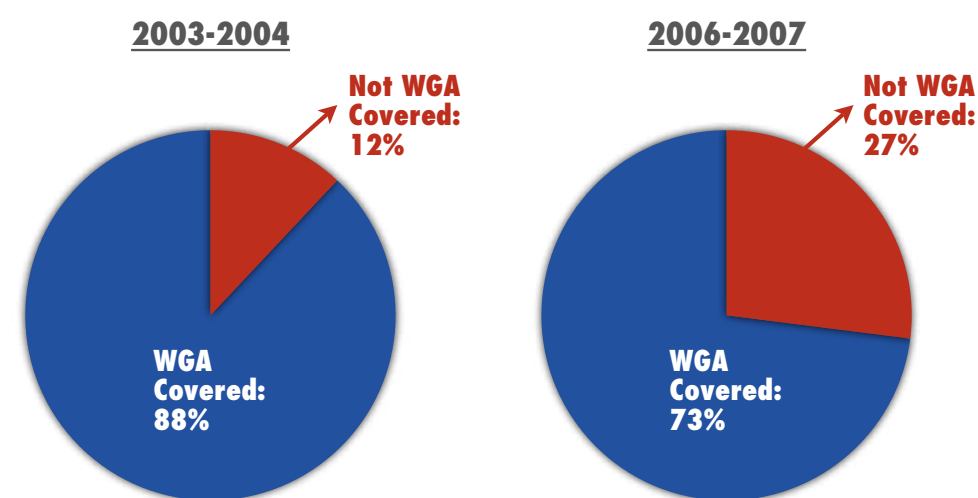
Writers Are Not Keeping Up



Over the past 20 years, WGA writers' earnings have not kept up with industry growth. This is due in part to the home video formula and the explosion in popularity of DVDs. Another reason is the eroding coverage of television programming on network and cable.

Declining Jurisdiction

Percentage of Primetime Broadcast Television Shows Covered by WGA



The rise of these non-Guild companies has mirrored the dramatic increase in non-Guild programming. During 2006-2007, only 73% of traditionally covered programming was Guild because of the content produced by these and other non-Guild production companies.

Why are Game Shows & "Reality" TV a Priority?

Primetime Wrap-Up (2006-2007)			
RANK/SERIES	Net	Viewers	Adults 18-49 Rating/Share (Rank)
1. American Idol (Results)	Fox	30.6	12.3/30 (1)
2. American Idol	Fox	30.1	12.0/31 (2)
3. Dancing With The Stars 3	ABC	20.7	5.8/15 (10)
4. CSI Crime Scene Investigation	CBS	20.5	6.6/16 (6)
5. Dancing With The Stars 4	ABC	20.0	5.4/14 (12)
6. Grey's Anatomy	ABC	19.5	8.1/20 (3)
7. House	Fox	19.4	8.1/20 (3)
7. Dancing With The Stars 3 (Results)	ABC	19.4	5.0/14 (14)
9. Dancing With The Stars 4 (Results)	ABC	18.2	4.8/12 (19)
10. Desperate Housewives	ABC	17.5	6.9/16 (5)
11. CSI: Miami	CBS	17.1	5.4/14 (12)
12. NBC Sunday Night Football	NBC	16.5	6.4/16 (7)
13. Survivor: Cook Islands	CBS	15.8	5.5/15 (11)
14. Deal Or No Deal (Monday)	NBC	14.9	4.4/12 (23)
15. Survivor: Fiji	CBS	14.8	5.0/14 (14)

Game shows and "reality" television programming are some of the most popular shows in Network primetime. These shows employ writers and story producers who deserve the rights and respect of a WGA contract.

Why are Game Shows & "Reality" TV a Priority?

TUESDAY			
8 p.m.	9 p.m.	10 p.m.	
abc: Dancing with Stars \$229,000	Knights \$131,000	Help Me \$140,000	Boston Legal \$140,000
ncis: NCIS \$137,000	The Unit \$159,000	Smith \$117,000	
nbc: Friday Night Lights \$116,000	Law & Order: Criminal Intent \$151,000	Law & Order: SVU \$204,000	
fox: Standoff/American Idol \$110,000/\$594,000	House \$284,000	No Fox programming	
ew: Gilmore Girls \$93,000	Veronica Mars \$52,000	No CW programming	
WED.			
8 p.m.	9 p.m.	10 p.m.	
abc: Dancing with Stars \$265,000	Lost \$328,000	The Nine \$224,000	
ncis: Jericho \$98,000	Criminal Minds \$143,000	CSI: New York \$182,000	
nbc: 30 Rock \$176,000	20 Good Years \$120,000	The Biggest Loser \$136,000	Kidnapped \$180,000
fox: Bones \$131,000	Justice/Idol Results/Loop \$113,000/\$620,000/\$310,000	No Fox programming	
ew: America's Next Top Model \$135,000	One Tree Hill \$70,500	No CW programming	

Game shows and "reality" television programs are not only popular, they also generate ad revenue comparable to comedies and dramas. This chart, from Advertising Age, shows the cost of a 30-second spot for the 2006-2007 television season.

The WGA has jurisdiction over the story function on all TV programming, including:

DRAMAS AND COMEDIES
DAYTIME SERIAL DRAMAS
ANIMATION
NEWS
COMEDY-VARIETY
GAME SHOWS
NONFICTION AND DOCUMENTARIES
NEW MEDIA

All of these genres are covered by the MBA and WGA newswriter contracts. The industry has eroded WGA coverage by classifying many successful shows as reality television when they actually fit into these categories under WGA contracts.

The Networks Have Used These Major Non-Union Production Companies To Produce Non-WGA-Covered Programs

FREMANTLE MEDIA NORTH AMERICA
ENDEMOL ENTERTAINMENT USA
MARK BURNETT PRODUCTIONS
GRANADA ENTERTAINMENT USA

These companies are prolific producers of non-Guild primetime network programming. The following are examples of non-Guild shows produced by these companies: Fremantle – American Idol, America's Got Talent; Endemol – Deal or No Deal, and Extreme Makeover: Home Edition; Mark Burnett Productions – Are You Smarter Than a 5th Grader and Survivor; Granada Entertainment – Hell's Kitchen and Nanny 911.

"Reality" TV is a misnomer.

The WGA covers these programming genres:

MBA "APPENDIX A" Categories	MBA COVERED Nonfiction Shows	NON-MBA COVERED "Reality" Television
COMEDY VARIETY	Whose Line is it Anyway? (ABC)	Thank God You're Here (NBC)
COMEDY VARIETY	Star Search (CBS)	American Idol (FOX)
QUIZ & AUDIENCE	Sale of the Century (NBC)	Temptation (FOX)
QUIZ & AUDIENCE	Who Wants to Be A Millionaire? (NBC)	Are You Smarter Than a 5th Grader? (FOX)
NONFICTION	The Dog Whisperer (NBC)	Supernanny (ABC)
DOCUMENTARY	Intervention (A&E)	True Life (MTV)

The WGA does cover 'Reality' television programming under Appendix A of the MBA. The networks have recreated shows and produced them with non-Guild production companies. Why was Star Search a WGA covered program while American Idol is not WGA covered? The answer: Non-Guild production companies.

The Difference Between These Two Game Shows?

THE WGA ADVANTAGE	The Singing Bee UNION	Don't Forget the Lyrics NON-UNION
HEALTH INSURANCE:	YES	NO
PENSION PLAN:	YES	NO
RESIDUALS:	YES	NO
WEEKLY MINIMUM:	YES	NO
WEEKLY GUARANTEE:	YES	NO
GIVEN APPROPRIATE CREDIT:	YES	NO

The Difference is the Writers Guild

This summer NBC and FOX aired two similar game shows, Don't Forget the Lyrics and The Singing Bee. The main difference between these two shows was that Singing Bee was a WGA covered show with MBA benefits including health insurance, pension contributions, proper credits, and residuals, while Don't Forget the Lyrics was not covered.

DECLARATION OF PRINCIPLES FOR MBA NEGOTIATIONS

I. WRITING FOR ALL AUDIO-VISUAL MEDIA MUST BE COVERED AND FAIRLY COMPENSATED.

II. RE-USE OF OUR CONTENT IN ANY MEDIUM MUST BE FAIRLY COMPENSATED.

III. ALL AUDIO-VISUAL GENRES OF ENTERTAINMENT MUST BE INCLUDED IN OUR JURISDICTION.

IV. WE MUST HAVE THE RIGHT TO PARTICIPATE IN THE CREATIVE DECISIONS THAT AFFECT THE QUALITY OF OUR CONTENT.

V. WE MUST HAVE THE INFORMATION AND TOOLS NECESSARY TO ENFORCE OUR AGREEMENT.

VI. WRITERS MUST HAVE THE RIGHT TO BE REPRESENTED BY THE WGA, AND MEMBERS MUST NOT BE FORCED TO CROSS AN ENTERTAINMENT UNION PICKET LINE.

WGA CONTRACT 2007 PROPOSALS

SUBJECT AREA	WGA PROPOSAL	CURRENT PROVISION/PRACTICE	BACKGROUND
Home Video (Videocassettes and DVDs) Residuals	We propose to double the home video residual formula from 0.3% to 0.6% for the first \$1 million in reportable gross and from 0.36% to 0.72% over \$1 million.	Members currently receive 0.3% of the distributors' gross for the first \$1 million and 0.36% thereafter. This amounts to less than 5 cents per unit for a typical videocassette or DVD.	The 0.3% and 0.36% home video residual formula was negotiated in 1985, when the cost of manufacturing and distributing videocassettes was a significant factor in the cost structure for the studios. The AMPTP companies argued that they "needed a break" in order to develop this "unproven business model." In the years since, as the cost of manufacturing and distribution declined to become a negligible factor, and the business model proved to be one of the most profitable of any of the segments of the entertainment business, the companies have fiercely resisted any change in this formula. Industry analysts predict that home video will continue to be a very important revenue stream for years to come, and it is clearly long past time for an improvement in the home video residual formula.
Non-Traditional Media Residuals	We propose all TV and theatrical content earn a residual payment of 2.5% of the distributor's gross for re-use on non-traditional media, including the Internet, cellular technology and any other delivery system not already covered in the MBA.	The WGA position is that the MBA residual formulas for pay TV and basic cable apply to content streamed or downloaded via the Internet and cellular technology. These formulas are 1.2% for features whether streamed or downloaded, 1.2% for TV product when the viewer pays, and 2.0% for post-1984 TV product or 2.5% for pre-1984 TV product when it is free to the viewer. The studios are refusing to pay anything for streaming that is free to the viewer (and ad-supported), and they are paying the 0.3% home video residual when the viewer pays. This dispute is the subject of claims filed against the studios by the WGA (and by SAG and DGA as well).	The companies seek to do to new media what they did 25 years ago to home video, and worse. As stated in our "Declaration of Principles," we will insist that re-use of our content in any medium must be fairly compensated. We are simply seeking a small percentage of the revenues earned by the re-use of our content on the Internet or other non-traditional media. This is the simplest and fairest way of compensating our members for their creative contribution, and permits the companies maximum flexibility in the development of this business model. We have researched the growth of revenue streams from the re-use of our content on non-traditional media, and we know that the AMPTP companies are taking in billions of dollars in new media revenues. We will not accept the arguments about "unproven business model" that were used in the home video negotiations to deprive us of a fair share of revenues from this incredibly lucrative exploitation of our work.
Jurisdiction and Terms for Made-For New Technology	Minimums for Internet and other New Tech writing are the TV minimums, pro-rated down to two-minutes for short form. Otherwise, TV provisions apply.	A Sideletter to the Minimum Basic Agreement (MBA) negotiated in 2001 permits a "pension and health only" deal that has no minimums, separated rights, credits or residuals. Since then the Guild has negotiated minimums, residuals, separated rights and credits for made-for-Internet projects relating to the series Lost and two daytime serials that follow the same model in our proposal.	Our philosophy is that the Internet is television. Our approach is to minimize the differences between how writing for television is covered under the MBA and how writing for the Internet is covered. As the two merge, the more the terms start out the same, the easier the transition. We also seek to treat all the emerging digital technologies the same, an approach consistent with how the companies have suggested we approach this area, at least in terms of defining it.
Jurisdiction and Reality Television	Add a new Sideletter clarifying that the definitions of comedy-variety, quiz & audience participation and "other non-dramatic programs" include reality programs, and provide examples. Also, add "Story Producer" and "Supervising Story Producer" to lists of acceptable forms of credit in the MBA.	All the sub-genres of reality programming can be covered by existing categories of programs in the MBA, mostly in "Appendix A."	We propose a Sideletter that states all the sub-genres of reality programming can be covered by existing categories of programs in the MBA and that "Story Producer" and "Supervising Story Producer" are appropriate writing credits for the writers of these programs.
Jurisdiction and Animation	Modify the definitions of "television motion picture" and "theatrical motion picture" to expand coverage of the MBA to all theatrical and TV animation except those that are covered by other labor organizations.	All of primetime animation, some other television animation and some animated features have been covered by the Guild MBA.	In 2004 and 2005, 100% of animated films in the top 100 were written by at least one WGA member. The WGA represents writers on all network primetime animations shows. Our members are writing scripts for both live action and animated features, but live action is currently covered and animation is not, even though the work of writing is the same. We are seeking recognition and full MBA coverage for all animated television motion pictures and all animated theatrical motion pictures except those already covered by another collective bargaining agreement.
Jurisdiction and Subcontracting	Add a new article requiring companies to remain neutral with respect to the unionization of unrepresented writers. Companies will grant recognition upon verification of majority support, without recourse to NLRB election procedures.	A union standards provision prevents a signatory employer from subcontracting work to another employer that does not provide economically equivalent terms and conditions of employment at least equal to those provided in MBA.	Creates a level playing field for all employers, re: labor costs not used as a bartering tool; Consistent with Federal law, the proposal is union neutral. Avoids needless conflict over organizing, and avoids cumbersome NLRB certification procedures.
Jurisdiction and Work Preservation	Add addendum to article requiring Companies to give Guild notice of impending sale of part or all of its operations, and requires assumption of the MBA by purchaser as a condition of the sale. In addition, notification of change in company form, (name change) and require accretion under the MBA of any new operation/facility.	As noted in background – extension of Article 4.C.1 and Article 4.A.1.	Seeks to preserve for MBA-covered employees work traditionally performed. The proposal is an extension of, and improvement upon, an already existing Article 4.C.1 and 4.A.1 of the MBA.
Enforcement Proposals	We seek a specific fair market value definition, electronic reporting, expanded auditing and expedited arbitrations.	There are a wide range of provisions that specify what information the companies need to report routinely and related to enforcement activity. There are arbitration rules and an existing audit fund (with SAG and DGA) that receives significant funding by the studios. None of these useful tools solve all our enforcement problems, which are getting more challenging as distribution evolves. We need some new enforcement tools.	When we negotiate a residual, we need to be able to enforce payment. We want a specific fair market value standard when there are non-cash deal elements or related-party transactions. We seek more detailed specification of the information the companies are required to provide the Guild and an expedited arbitration when they refuse to provide records. We want to expand the tri-guild audit program and to get residuals data and work-list data reported electronically. We seek an expanded list of arbitrators to hear Guild cases.
Product Integration	Writers should be consulted about potential product integration into a script and have effective participation in decisions.	There is no provision for writer involvement in decisions about product integration in the current Guild agreement.	Product placement has existed for a long time, first unpaid and more recently paid placement. Most recently, advertisers seek to have the product mentioned in dialogue, often in the scenes preceding a paid 30-second spot. These product mentions can be clumsy and disruptive to the creative goal of a script. This infringes the creative purview of the writer and defeats the very viewer-engagement the advertisers are counting on. Writers are critical to guarding the creative integrity of the script. If products are integrated, it should be in a way that doesn't detract from the script.
Rates and Contract Term	We seek to increase minimum pay rates generally and to set a new contract term.	These rates are increased routinely in each negotiation and a new term set.	We seek a general increase in minimums and a new contract term, with specifics to be determined in the course of negotiations.
Pension & Health	We seek to adjust the pension cap for features and long form TV projects to \$225,000 (\$450,000 for a team of three). We seek to raise the health contribution cap for long-form TV scripts to \$250,000 (\$500,000 for a team of three.)	The pension contribution ceiling for a feature film and long-form TV projects is \$200,000; \$400,000 for a team of three. The health contribution ceiling for a feature film and long-form TV projects is \$200,000; \$400,000 for a team of three.	The pension cap needs to be adjusted to permit writers to benefit fully from IRS rule changes. The long-form TV health cap needs to be adjusted upward to conform with the theatrical ceiling.
Showrunner Training Program	We seek annual funding of \$200,000 to continue the newly-established Showrunner Training Program, and \$125,000 supplemental funding for the January 2008 cycle to add new features.	Companies contributed \$200,000 for two cycles of the Program.	As a result of funding negotiated in the current MBA agreement, the third Showrunner Training Program is scheduled to begin in January 2008. The program was created to help promising writers develop effective showrunning skills. Five graduates of the program have already gone on to become showrunners. The program is so successful we would like to establish funding for an annual program, as well as fund new features.
Made-for-Basic Cable	Provide that MBA provisions apply to all made-for-basic cable programs, not only to high-budget dramatic programs.	The MBA automatically covers high budget dramatic programs, but not low budget dramatic and other shows.	Basic cable is no longer the outpost of television. Since it is in nearly every respect just like free television, it should be compensated like free television.
Program Fees	We seek to expand program fees for hyphenates beyond those at ABC, CBS, NBC, and Fox.	Program fees are paid only to hyphenates on network prime time series.	Hyphenates on high budget dramatic series other than network prime time should also receive program fees. Program fees should also be paid for programs made for non-traditional media when they are based on a series.
Network Prime Time Minimums for the CW	Apply network prime time initial compensation rates to the CW.	Compensation rates for the CW are not on par with the networks.	The CW should have been treated as a network from its inception. The majority of programs on the CW at the time of its launch were hits from the WB and UPN. The Fall 2007 line up continues to include shows that built significant audiences while running on the CW's predecessor networks.
Quiz and Audience Participation Programs	Eliminate the new series discount for quiz and audience participation programs.	There is a new show discount for quiz and audience participation programs.	The quiz and audience participation minimum rates are already low. It is ridiculous to apply a reduction to this already too low rate.
Daytime Serial Compensation	Further increase breakdown minimums and add the breakdown minimum to the script minimum where no breakdown is provided to the script writer.	The current breakdown minimum is approximately 50% of the script minimum, but there is no requirement that a breakdown be provided to the script writer.	Breakdowns are more important to the process than they used to be, yet compensation still lags significantly behind that paid for scripts. In addition, a Company should not be able to realize a financial gain by eliminating the breakdown and have the additional work be performed by the script writer without further compensation.
CW and MYNETWORK TV Residuals	Make CW on par with networks for residual purposes. Apply 1995 Fox percentages to MyNetwork TV, and pay residuals within 30 days.	Both CW and MyNetwork TV pay syndication, a significant discount compared to network television.	Production values and advertising revenues are comparable to those for some network programming. The residuals should be comparable as well. However, we are not proposing full network residuals for MyNetwork TV at this time. Instead we propose starting MyNetwork TV on the residual escalator scale that Fox was on beginning in 1995.
Made-for-Pay-TV Residual	Increase residuals for made-for-pay-television programs by adopting the current DGA formula.	Made-for-pay-television residuals pay a low fee of a few thousand dollars for each year of reuse after the first year.	There is no reason that the WGA formula should not at least match the DGA formula in made-for-TV. The DGA formula pays after the initial telecast and results in tens of thousands of dollars with a subscriber-sensitive fixed residual.
Ringtones	We seek to clarify that ringtones are covered by the merchandising provisions.	Ringtones are covered by the merchandising provisions, but some companies dispute that fact.	There is a large market for ringtones including ringtones using covered material. This market is expected to grow, and we want to ensure that writers are compensated for the use of their material in ringtones.
Arbitration	Expand all arbitrator lists.	There is a mutually-approved list of arbitrators for use when a dispute over the contract arises.	Access to MBA-approved arbitrators has declined due to the retirement or other unavailability of arbitrators. Therefore, the arbitration process has been slowed to a crawl, defeating the purpose of the arbitration agreement.
Work-lists	Modify the work-list procedures so that Companies provide employment data in a useful form.	There is an unfulfilled Sideletter promising the Company and Guild would work together to replace existing work-lists with employment notices.	Unions have the right to information from companies in order to enforce bargaining agreements. An employment list, i.e. a list showing who is working where and when, is a key piece of information.
Union Support	Prohibit discipline of writers who honor picket lines of other entertainment unions.	Writers currently have no right to honor union picket lines beyond the rights specified by law.	The right to honor other unions' picket-lines is key to union strength and solidarity. Writers should be able to follow their own conscience and beliefs when they encounter a picket line. There are other entertainment unions who have honored our picket lines, and Guild members should have the right to return that show of solidarity without company reprisal.

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