

## **CREDIT ARBITRATION PROCEDURE**

For a trial period of one year from adoption of this credit determination and arbitration procedure, the credit provisions hereunder will be applied to non-segmented, once-per-week 1/2 hour and 1 hour television programs. After the trial period, the credit procedure will be sunsetted or continued by mutual agreement of the parties, including agreed-upon modifications. Credits as determined hereunder will not be subject to review in further grievance procedures. [Article 15.]

### **Procedure**

1. After completion of principal voice recording of each episode (excluding pick-ups and/or ADR), Producer shall submit proposed Writer's credits to the Union office and also to all writers who performed writing on the program. Final scripts will be sent by messenger, first class mail or electronic mail to all writers who worked on the script at the writers' addresses -- as listed in their deal memos -- for their review. If the Producer is not informed otherwise in six (6) business days from dispatch of the documents, the credits are accepted as submitted.
2. If one or more writers or the union object to the proposed credit, they shall notify the Union office in writing, and the Union office will notify the company, whereupon an arbitration will be initiated. Receipt of written objection shall be time-stamped.
3. When there is an arbitration, the Producer will submit all drafts and all other relevant material (including storyboards, if applicable) by messenger, first class or electronic mail including revision pages, to the Union office. All the participants in the arbitration must have the right to review this material to make sure it is complete and no drafts have been omitted or altered solely for the purpose of the arbitration. The arbitration is to be completed within eight (8) calendar days after submission of material.  
  
The participants' names will not be on the drafts submitted to the arbitrators. Instead the participants will be referred to as Writer A, Writer B, etc. (eg. "Story by Writer A, Teleplay by Writer A and Writer B")
4. Each writer involved in the dispute may, if he or she chooses, make a one page typewritten statement as to why they are disputing a credit or why they are deserving of credit. These statements will also be submitted to the arbitrators and here, too, the writers will be identified as Writer A, Writer B, etc.
5. A panel of three volunteer member writers chosen by the union shall read the material and determine if the credits as submitted are what the credits should be. (The union shall provide a definition of who is, and who isn't a writer<sup>1</sup>.) The arbitration panel will include persons from the classification represented by the participants whenever possible. The decision of the panel shall be binding upon all parties and no other legal recourse shall be available to the parties involved. Two out of three identical decisions will prevail in arbitration awards. If no agreement between arbitrators is reached, submitted credit will prevail.

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<sup>1</sup> writing hereinafter defined as the creation of dialogue, dramatic construction, characterization or character relationships, original or revised scenes, or dramatic construction. This could also include story board artists who have contributed dialogue, dramatic construction, characterization or character relationships. However, it is agreed that persons who have been engaged solely as performers shall not be included in the credit determination process.

6. If, at a future date -- but before the program is aired -- substantial changes are made, and the Producer wants to change the writing credit, the Producer must present new proposed credits to the union office. The writer(s) involved may challenge the credit, and steps 2-5 will be repeated.

7. The Producer shall allow the credited writer(s) and/or a Union representative to view the final credits before air, if possible. If time does not allow, and there are misspellings, omissions or other mistakes, Producer shall correct the mistakes for subsequent airings or undertake other mutually agreeable measures of relief.

### **Credit Determination Criteria**

#### 1. Participants

Those required to be included in credit determination are called participants and participants are defined as writers who have participated in the writing<sup>2</sup> of the script for television (other than source material, which can be included or excluded at company's option), or a writer who has been employed by the Producer on the script. If a participating writer is deceased or unavailable, then such writer may participate through a representative of the writer or writer's estate.

#### 2. Guidelines for Determining Credit

In determining relative contribution, the relevant factors shall include what material was actually used, not the Arbitration Committee's personal preference of one script over another.

A team of writers shall be treated in all respects as a single writer. Teams are identified by an ampersand (&) joining their names.

"Story by" - Story credit may not be shared by more than two writers. For a second writer to share script credit, his/her contribution must constitute substantially more than the contribution of the first writer.

"Teleplay by" - A writer who is the original writer (herein sometimes called the "first writer") of a full script for television shall be entitled to teleplay credit unless a "second writer(s)" contributes substantially all of the four elements listed below to a degree that the contribution of the "first writer" in each of the four elements is essentially eliminated. A "second writer(s)" is any writer or writers who render writing services on a teleplay after the "first writer".

For a "second writer(s)" to share script for television credit, the contribution to the script for television must consist of changes of a substantial and original nature that go to the root of the drama or comedy, characterization and content of a teleplay and constitute substantially more than the contribution of the "first writer".

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<sup>2</sup> see footnote 1.

The relative contribution of writers to teleplay cannot be determined by counting lines or even the number of pages to which a writer has contributed. Arbitrator must take into consideration the following elements in determining whether a writer is entitled to teleplay credit:

- \* Dramatic construction;
- \* Original and different scenes;
- \* Characterization or character relationship; and
- \* Dialogue

It is up to the Arbitration Committee to determine which of the above-listed elements are most important to the overall values of the final teleplay in each particular case. A writer may receive credit for a contribution to any or all of the above-listed elements. For example, there may be instances in which every line of dialogue has been changed and the Committee may find no significant change in the teleplay as a whole. On the other hand, there may be instances where far fewer changes in dialogue have made a significant contribution to the teleplay as a whole. In addition, a change in one portion of the script may be so significant that the entire teleplay is affected by it.

### **Credits**

All writers who work on staff of an individual series may, at the Producer's discretion, be listed as "staff writers" at the back of that series' episodes.

If the story and script for television were written by the same writer, the credit shall read:

Written by: (Name)

If the story and script for television were written by different Writers, the credit shall read:

Story by (name)  
Teleplay by (name)