

50. Employment of Minors

A. Preamble

(1) The Producer and Union, recognizing the special situation that arises when minor children are employed, have formulated the following provisions in addition to those contained in other Section of this Agreement to ensure that:

- (a) The environment in which the performance is to be produced is proper for the minor;
- (b) The conditions of employment are not detrimental to the health, morals and safety of the minor; and
- (c) The minor's education will not be neglected or hampered by his or her participation in such performance.

(2) Engagement

Upon employment of any minor, Producer shall notify the minor's parent or guardian of the terms and conditions of employment, including the name of the Producer, place and duration of location work, if any, and special abilities required.

Upon the employment of any minor in any areas outside of California, Producer shall notify the Union of such employment and the area where such employment will take place.

B. It is recognized that when minors are employed in the State of California or taken from the State of California pursuant to a contractual arrangement made in the State of California, the applicable California laws and regulations shall regulate such employment.

When minors are hired and employed within states other than California, the Producer shall be required to determine and comply with the prevailing law governing and defining minors. In addition to these legal requirements for minors not employed in the State of California or not taken from the State of California pursuant to a contractual arrangement made in the State of California, the Producer and the Union agree to the following provisions of Section 50 herein for the employment of minors:

C. Definition of Minor

The term “minor,” as used herein, means any performer under the age of eighteen (18) years, except that it shall not include any such performer if: (1) the performer has satisfied the compulsory education laws of the state governing the performer’s employment; (2) the performer is married; (3) the performer is a member of the armed forces; or (4) the performer is legally emancipated, in which case it is agreed that both the Producer and the minor shall comply fully with the legal terms of the minor’s emancipation.

D. Education

(1) (a) If a minor is guaranteed three (3) or more consecutive days of employment, Producer agrees to employ a teacher, from the first day of such employment, whenever the minor is engaged on any day during which the primary or secondary school regularly attended by the minor is in session. The same shall apply when the Producer’s production schedule for a given production plans for scenes to be photographed with the minor on three (3) or more consecutive days. When the minor is employed in scenes planned on the production schedules for only two (2) consecutive days and it is subsequently determined that additional calls will be necessary, Producer shall use its best efforts to provide a teacher on the third consecutive day of such employment or, at the latest, on the fourth consecutive day of such employment and thereafter.

(b) On any day a minor is employed but is not otherwise entitled to have a teacher, the minor shall nevertheless be taught if the primary or secondary school such minor regularly attends is in session and Producer has employed a teacher to instruct another performer engaged on the same production.

(c) If Producer employs a minor for post-production work, no teacher need be provided if the minor’s call for such work is after the minor’s regular school has been dismissed for the day.

(d) Producer shall provide schooling as required by this Agreement during Producer’s workweek for the production.

(2) Such teacher shall have proper teaching credentials appropriate to the level of education required (i.e., primary or secondary level) from Washington D.C. or any state within the United States, but need not be credentialed by or a resident of the state wherein the minor’s employment occurs unless otherwise required by law.

(3) The teacher’s remuneration shall be paid by Producer.

- (4) Producer shall provide a ratio of not more than ten (ten) minors per teacher, except that up to twenty (20) minors may be taught per teacher if minors are in not more than two (2) grade levels.
- (5) A teacher may not serve more than one (1) production in any one (1) day, except in an emergency and except as provided in subsection D.(1)(c) above.
- (6) If the minor's regular instruction is primarily in a language other than English, teaching in that language will be provided whenever feasible.
- (7) However, on any day that the minor is not required to report to the set, the minor may attend his or her regular school, but Producer shall not count more than three (3) hours of the hours attended per day at the minor's regular school as school time for purposes of this Agreement. If the minor's parent or guardian does not choose to have the minor attend regular school on such day, Producer may elect to either teach the minor on the set or in the minor's home or in the home of the teacher employed by Producer, but only if there are no other minor's present in the home who are not also being taught by the teacher.
- (8) Producer agrees to provide a school facility, such as a schoolhouse, classroom, trailer schoolhouse or other schooling area, which closely approximates the basic requirements for classrooms, especially with respect to adequate lighting, heating, desks and chairs. Stationary buses or cars are not adequate school facilities unless used exclusively for the minors during instruction. A moving car or bus shall never be used as a school facility; minors must not be taught while being transported to or from local locations.
- (9) Producer shall provide schooling equipment and supplies. However, the minor's parent or guardian must, if permitted by the minor's regular school, secure school assignments and the minor's school books for use at the place of employment.
- (10) No one shall be allowed in an area being utilized by Producer as a school facility except the teacher and those minors being taught.
- (11) The teacher shall determine the required number of hours to be devoted to instruction during a day, but the minor must be taught an average of at least three (3) hours per day, no period of less than twenty (20) minutes duration aside for the minor's instruction in any one (1) day shall be as follows: for kindergarten, four (4)

hours: for grades one (1) through six (6), five (5) hours; and for grades seven (7) through twelve (12), six (6) hours.

- (12) Producer shall require the teacher to prepare a written report for each minor covering attendance, grades, etc. These reports shall be given to the minor's parents or guardian to deliver to the minor's regular school at the end of each assignment or at such intervals as required by such school.

E. Supervision

- (1) On days when the minor's regular school is in session, Producer must require the minor to report to the teacher immediately upon arrival at the place of employment. When school is in session, the teacher has primary responsibility for the education and supervision of the minor.

- (2) Presence of the teacher does not relieve parents, however, of the responsibility of caring for their own children. A parent or guardian must be present at all times while a minor is working, and shall have the right, subject to restricted herein by subsection D. (10).

- (3) When a parent is working at the minor's place of employment but not the scene of employment, either the other parent or a guardian must be present with the minor.

- (4) A guardian, as that term is used in this Section, must be at least eighteen (18) years of age, have the written permission of the minor's parent(s) to act as a guardian, and show sufficient maturity to be approved by Producer (and teacher, if teacher is present).

- (5) No minor may be sent to wardrobe, make-up, hairdressing, or employed in any manner unless under the general supervision of a teacher, parent or guardian.

- (6) If Producer engages any minor under the age of fourteen (14). Producer must designate one (1) individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent or guardian and teacher, when one is present, of the name of such individual.

- (7) Parent and guardians are not permitted to bring other minors not engaged by Producer to the place of employment without Producer's specific permission.

F. Working Hours

- (1) Minors less than six (6) years of age are permitted at the place of employment for six (6) hours (excluding meal periods, but including school time, if any).
- (2) Minors who have reached the age of six (6) years but who have not attained the age of nine (9) years may be permitted at the place of employment for eight (8) hours (excluding meal periods, but including school time).
- (3) Minors who have reached the age of nine (9) years but who have not attained the age of sixteen (16) years may be permitted at the place of employment for nine (9) hours (excluding meal periods, but including school time).
- (4) Minors who have reached the age of sixteen (16) years but who have not attained the age of eighteen (18) years may be permitted at the place of employment for ten (10) hours (excluding meal periods, but including school time).
- (5) The work day for a minor shall begin no earlier than 5:00 a.m. and shall end no later than 10:00 p.m. on evenings proceeding school days. On evenings preceding non-school days, the minor's work day shall end no later than 12:30 a.m. on the morning of the non-school day.
- (6) If a minor is at location, the minor must leave location as soon as reasonably possible following the end of his or her working day, and may not be held for transportation.
- (7) Interviews and fittings for children who are attending school shall be held outside of school hours. Such interviews and fittings shall be held not later than 9:00 p.m.
At least two (2) adults shall be present at all times during fitting.
- (8) A minor shall not work more than six (6) consecutive days. However, for this purpose, a day of school only or travel only shall not be counted as one of said consecutive days.
- (9) Producer shall set the first call at the beginning of the minor's employment and dismissal on the last day of the minor's employment so as to ensure that the minor will have a twelve (12) hour rest period prior to and at the end of the employment. For example, if a minor's last day of employment is Wednesday, and the minor will be attending school at 8:30 a.m. on Thursday, the minor must be dismissed by 8:30 p.m. on Wednesday.

G. Dressing Rooms

No dressing rooms shall be occupied simultaneously by a minor and an adult performer or by minors of the opposite sex.

H. Play Area

A safe and secure place for minors to rest and play must be provided by the Producer.

I. Medical Care and Safety

(1) The minor's parent or guardian must provide the Producer a certificate signed by a doctor licensed to practice medicine within the state wherein the minor resides or is employed, stating that the minor has been examined within six (6) months prior to the date he or she was engaged by the Producer and has been found to be physically fit.

(2) Prior to a minor's first call, the Producer must obtain the written consent of the minor's parent or legal guardian for medical care in the case of an emergency. However, if the parent or legal guardians refuse to provide such consent because of religious convictions, the Producer must at least obtain written consent for external emergency aid, provided that the obtaining of such consent is not contrary to the aforementioned religious convictions.

(3) No minor shall be required to work in a situation which places the child in clear and present danger to life or limb. If a minor believes he/she would be in such danger, the parent or guardian may have the teacher and/or stunt coordinator, if either or both are present, discuss the situation with the minor. If the minor persists in his/her belief, regardless of its validity, the minor shall not be required to perform in such situation.

(4) When a minor is asked to perform physical, athletic or acrobatic activity of an extraordinary nature, the minor's parent or guardian shall first be advised of the activity and shall represent that the minor is fully capable of performing the activity. The Producer will comply with reasonable requirements for equipment that may be needed for safety reasons.

J. Child Labor Laws

(1) A summary of the applicable state child labor laws governing the employment of the minor shall be kept in the Producer's production office if such summary is readily available.

(2) Any provision of this Section which is inconsistent and less restrictive than any child labor law or regulation in applicable state or other jurisdictions shall be deemed modified to comply with such laws or regulations.

K. Inconsistent Terms

The provisions of this Section shall prevail over any inconsistent and less restrictive terms contained in any other Sections of this Agreement which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such Sections.

L. Arbitration

Any disputes between performer and Producer with respect to any provision contained in this Section shall be arbitrable, regardless of the amount of compensation paid or guaranteed to the performer. Any such dispute between the Union and Producers shall likewise be arbitrable. The procedures for such arbitrations shall be those contained in Section 9 hereof.

M. Overnight Location - Expenses

When state law or this Agreement requires that a parent or guardian of a minor be present while such minor is working and such minor is employed on an overnight location under the terms of this Agreement, Producer will, in conjunction with its negotiation for the minor's services, also negotiate in good faith with respect to expenses incurred by the parent or guardian for transportation, lodging and meals that may be required for the assignment and such expenses must be approved in advance. In the case of air transportation, Producer will endeavor to provide for the parent or guardian the same class of transportation, on the same flight as the minor, if reasonably available. IN the case of lodging, Producer shall endeavor to provide a room for the parent or guardian in the same facility and adjacent to the minor's room, if reasonably available, provided that a minor under eleven (11) years old may be required to share his/her room with his/her parent or guardian, and a minor eleven (11) years to sixteen (16) years old may be required to share his/her room with a parent of the same sex

N. Time Cards

On production time reports or time cards submitted to the Union, Producer shall designate minors with "K" next to the minor's name.