

Screen Actors Guild 2003 Commercials Contract

AA. Employment of Minors

1. Guidelines

The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:

- (a) The performance environment is proper for the minor;
- (b) The conditions of employment are not detrimental to the health, safety, education or to the morals of the minor, as defined in the Penal Code of the State in which the work is performed. It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of commercial production, with due regard to the age of the minor. As used in this Section, the term "parent" shall be deemed to include "guardian."

2. Definition of Minor

The term "minor" as used herein means any principal performer defined as a minor under the employment laws of the State governing his or her employment and in any event shall include any principal performer 15 years of age or younger.

3. Auditions and Fittings

Calls for auditions and fittings for children of school age shall be after school hours, provided such calls are completed prior to 8:00 PM. Two adults must be present at and during any such call involving a minor. Producer shall conduct interviews in a manner which protects the health, wellbeing and dignity of the minor.

A joint study committee of representatives from the Joint Policy Committee, the unions and casting persons, as appropriate, will be formed during the term of this Contract to develop appropriate guidelines concerning safe parking facilities for auditions and fittings, except those which take place in New York City.

4. Engagement

- (a) Producer shall advise parent of the minor of terms and conditions of the employment (studio, location, estimated hours, hazardous work, special abilities required, etc.) to the extent they are known at the time of the hiring.
- (b) Prior to the first date of the engagement, parent shall obtain, complete and submit to the Producer or his/her representative the appropriate documents required by State and local law related to the employment of the minor.
- (c) When Producer employs a minor or minors and uses the facilities of Station 12 in connection with such employment, Producer shall advise Station 12 of the name(s) of any minor(s) to be employed and the date and location of such employment, to the extent known.
- (d) If Producer requires a performer who portrays a minor in a commercial to cut or chemically treat his or her hair as a condition of employment, Producer shall notify the performer of such requirement at the time of audition, if known, or at the time of hire. If the performer's contract is to be signed by a parent or guardian, Producer shall notify and obtain the written consent of the parent or guardian, if parent or guardian is present, at the audition. In no event may the

performer's hair be cut or chemically treated earlier than 48 hours before the call without the consent of the parent or guardian. Producer will utilize only qualified hairdressers and stylists for cutting, styling and coloring a performer's hair.

- (e) If Producer requires a performer to portray a minor in a commercial depicting the use or presence of alcohol, tobacco or firearms, Producer shall notify the performer of such requirement at the time of audition. If the performer's contract is to be signed by a parent or guardian, Producer shall notify, and obtain the written consent of, the parent or guardian, if the parent or guardian is present, at the time of audition.

5. Supervision

- (a) Parent must be present at all times and shall have the right, subject to production requirements, to be within sight and sound of the minor. The presence of the parent will not interfere with the production. Parent will not bring other minors not engaged by Producer to the studio or location.
- (b) Parent will accompany minor to wardrobe, makeup, hairdressing and dressing room facilities. No dressing room shall be occupied simultaneously by a minor and an adult performer or by minors of the opposite sex.
- (c) No minor shall be required to work in a situation which places the minor in clear and present danger to life or limb. If a minor believes he or she to be in such a dangerous situation after having discussed the matter with the stunt coordinator and parent, then the minor shall not be required to perform in such situation regardless of the validity of his or her belief.
- (d) When a Producer engages a minor, Producer must designate one individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent of the name of such individual.
- (e) Guardian, as that term is used in this Section, must be at least 18 years of age and have the written permission of the minor's parent(s) to act as guardian.
- (f) When a minor is required to travel to and from a location, the Producer shall provide the minor's parent with the same transportation, lodging and per diem meal allowance provided to the minor.
- (g) Whenever Federal, State or Local laws so require, a child care person or social worker qualified in first aid (e.g., LPN or RN) shall be present on the set during the workday.
- (h) Any principal performer under the age of 17 shall have the right to be accompanied by a parent or guardian at all times.

6. Play Area

Producer will provide a safe and secure place for minors to rest and play.

7. Return Transportation — Location Work

If a minor is at location, Producer shall provide return transportation promptly following the end of his or her work day.

8. Work Hours and Rest Time

- (a) The work day for minors shall begin no earlier than 7:00 A.M. for studio productions (6:00 A.M. for location productions) and shall end no later than the time specified below:
 - (i) for minors under 6 years of age — 7:00 P.M.

(ii) for minors 6 years of age and older — 8:00 P.M. on days preceding school days and 10:00 P.M. on days preceding non-school days.

- (b) Maximum work time for a minor shall not exceed that provided by the laws of the State governing his or her employment, but in no event shall exceed 6 hours for minors under 6 years of age and 8 hours for minors 6 years of age and older. A minor shall be given a 15-minute rest break in every two-hour period of the work day. Work time shall not include meal time but shall include such mandatory 15-minute break.
- (c) A minor shall receive a 12-hour rest break at the end of his or her work day and prior to the commencement of his or her next day of work for the same employment. Exceptions 2 (a) (c) and (d) of Section E, Schedule A, Working Conditions, shall not apply to minors, but exceptions 2 (b) and (e) shall apply, provided advance consent of the parent has been obtained.
- (d) Producer shall be required to file a written report with the Union in the event that a minor works beyond the hours specified in this sub-paragraph 8. Such report shall include information as to the hours worked and the reason for the “overtime.” In the event that a report is not filed within 12 business days after the session date(s), Producer shall pay to the Union as liquidated damages:

1 st violation	\$ 375.00
2 nd violation	\$ 750.00
3 rd and each subsequent violation	\$1,250.00

The Union has 60 business days from the receipt date of the Pension & Health Report to notify Producer of a claim. For principal performers and extra performers, it is understood that the written report from Producer specifying the time worked beyond the permitted hours and the reasons for exceeding the work hours permitted under the Contract must be filed with the Union within 12 business days following the minor’s employment.

In the event of recurring violations of this provision by an individual advertiser, advertising agency or production company, the issue shall be referred to the Industry-Union Standing Committee.

- (f) The Union will consider granting waivers for any exception to the foregoing provisions of this subsection 8 if parent has been fully informed of the circumstances and has granted advance consent.

9. Unusual Physical, Athletic or Acrobatic Activity

- (a) A minor may be asked to perform unusual physical, athletic or acrobatic activity or stunts, provided that the minor and the parent represent that the minor is fully capable of performing such activity and the parent grants prior written consent thereto.
- (b) If the nature of the activity so requires, a person qualified by training and/or experience with respect to the activity involved will be present at the time of production.
- (c) Producer will supply any equipment needed and/or requested for safety reasons.

10. Child Labor Laws

- (a) Producer agrees to determine and comply with all applicable child labor laws governing the employment of the minor and, if one is readily available, shall keep a summary of said laws in the production office.
- (b) Any provision of this Section AA which is inconsistent and less restrictive than any other child labor law or regulation in the applicable state or other jurisdiction shall be deemed modified to

comply with such laws or regulations.

11. Notice of Working Conditions

At or before the time the employment contract of any minor is delivered to the parent, Producer shall provide the parent with a copy of the text of the working conditions contained in this Section AA. Whenever an infant performer (age 15 days to 6 months) is employed in a commercial, Producer shall, prior to the commencement of work, provide a copy of the text of Safety Bulletin #33 (Exhibit H) to the parent or guardian of the infant performer and to the studio teacher or equivalent.

(See Exhibit H, page 209.)

(See Schedule A, Section I, Paragraph EE (12), page 96)

12. Education

When Producer employs minors of school age who are currently enrolled in an elementary or secondary school for a booking of three (3) or more days on which school is otherwise in session for the minor, Producer shall provide three (3) hours of education on each such school day as part of the regular working day. Producer shall provide a teacher/tutor who has teaching credentials in either the state of employment or the child's home state, and who is qualified to teach the subjects which comprise the child's curriculum.

13. Inconsistent Terms

The provisions of this Section AA shall prevail over any inconsistent and less restrictive terms contained in any other sections of this Contract 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.