

America. Such casting director may instead expend a comparable amount of time holding general interviews.

48. FAVORED NATIONS CLAUSE

If, during the term of this Agreement, any union through its collective bargaining agreement negotiated with the Producer obtains a "Cost of Living Escalation Clause" with respect to minimum rates, then, in such event, the Union will be entitled to the benefits of such clause commencing with the third year of this collective bargaining Agreement.

49. PHOTOGRAPHY OF STAGE PERFORMANCE (INSTANT MOVIES)

Producer will give the Union at least sixty (60) days' advance notice of the employment of any performer in a motion picture to be made from a currently running legitimate stage play, ballet, opera, or other legitimate stage performance (all being referred to in this Section for convenience as a "play"), or a play which has closed within eight (8) weeks of the commencement of the production of such motion picture, and which play, staged substantially as presented on the legitimate stage and utilizing substantially the same cast as the play, is to be photographed as a motion picture. Producer and the Union agree to meet within thirty (30) days from receipt of such notice for the purpose of negotiating with respect to the terms and conditions of such employment. If no agreement is reached with respect thereto within such sixty (60) day period, the Union may instruct its members to withhold services with respect to the production in such motion picture only.

This provision shall not apply to a motion picture produced from a screenplay written for such motion picture, based on such play, and photographed in a normal motion picture manner as distinguished from a recodation, as such, of the play.

50. EMPLOYMENT OF MINORS

A. Preamble

(1) The Producers 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 Sections of this Agreement to ensure that:

(a) The environment in which the performance is to be produced is proper for the minor;

(b) detrimental to the health, morals and

(c) hampered by his or her participation

(2) Engage

Upon minor's parent or guardian of the name of the Producer, place and date required.

Upon California, Producer shall notify the employment will take place.

B. It is recognized California or taken from the State or made in the State of California, the regulate such employment.

When minors are California, the Producer shall be rec law governing and defining minors. not employed in the State of California to a contractual arrangement made in agree to the following provisions of

C. Definition of Minor

The term "minor age of eighteen (18) years, except the performer has satisfied the compulsory performer's employment; (2) the performer the armed forces; or (4) the performer

D. Education

(1) (a) consecutive days of employment, Pro of such employment, whenever the minor primary or secondary school regularly shall apply when the Producer's prod-

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Cost of Living Escalation
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the following provisions
t to ensure that:

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(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.

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

consecutive days. When
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minor for post-production
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minor is not required to
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employed by Producer, but only if there are no other minors 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 being acceptable as school time. The maximum number of hours that may be set 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 filming requirements, to be within sight and sound of the minor, except as restricted herein by subsection D.(10).

(3) When a parent is working at the minor's place of employment but not at 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) Parents 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 preceding 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) soon as reasonably possible for transportation.

(7) school shall be held outside of not later than 9:00 p.m.

fitting.

(8) However, for this purpose, a day of said consecutive days.

(9) I minor's employment and dismissed ensure that the minor will have the employment. For example, the minor will be attending school dismissed by 8:30 p.m. on Wednesday.

G. Dressing Room

No dressing room for an adult performer or by minor.

H. Play Area

A safe and sound play area approved by Producer.

I. Medical Certificate

(1) T certificate signed by a doctor licensed in the state where the minor resides or is employed, six (6) months prior to the date he was physically fit.

(2) Pr written consent of the minor's parent or guardian in an emergency. However, if the parent or guardian is unavailable because of religious convictions

(6) If a minor is at location, the minor must leave location as soon as reasonably possible following the end of his 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 a 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 Producer.

I. Medical Care and Safety

(1) The minor's parent or guardian must provide 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 was engaged by Producer and has been found to be physically fit.

(2) Prior to a minor's first call, 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 guardian refuses to provide such consent because of religious convictions, 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 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 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. Producer will comply with reasonable requests 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 dispute 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 Producer shall likewise be arbitrable. The procedures for such arbitrations shall be those contained in Section 9 hereof.

M. Overnight Location - Expenses

When state law of a minor be present while such m overnight location under the terms its negotiation for the minor's servi expenses incurred by the parent or ; may be required for the assignment the case of air transportation, Produ guardian the same class of transpor available. In the case of lodging, P parent or guardian in the same faci available, provided that a minor un room with his parent or guardian, e may be required to share his room

N. Time Cards

On production Producer shall designate minors w

51. ALCOHOLISM AND

Producers and the Union which impact upon the productivi agree to cooperate in an effort to e program to benefit the motion pic

52. TRANSLATION

Performer may not be r any language other than that in w bargain separately for such non-c

53. TEMPORARY EMPI PERFORMERS

Whenever the Producer governmental agency on behalf c would be covered under this Agr to be portrayed by the performer, experience. The Union shall keep

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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 room with his parent or guardian, and a minor eleven (11) years to sixteen (16) years old may be required to share his 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 a "K" next to the minor's name.

51. ALCOHOLISM AND DRUG ABUSE PROGRAM

Producers and the Union recognize alcoholism and drug abuse as conditions which impact upon the productivity and safety of the motion picture industry. The parties agree to cooperate in an effort to establish a functioning alcoholism and drug abuse program to benefit the motion picture industry.

52. TRANSLATION

Performer may not be required to translate another performer's dialogue into any language other than that in which a script is written. However, performer may bargain separately for such non-covered services.

53. TEMPORARY EMPLOYMENT - NON-RESIDENT ALIEN PERFORMERS

Whenever the Producer files a petition for temporary employment with a governmental agency on behalf of a non-resident alien performer whose employment would be covered under this Agreement, Producer shall also inform the Union of the role to be portrayed by the performer, the salary to be paid and the performer's prior acting experience. The Union shall keep such information confidential.