

2014 NETWORK CODE

MINORS LANGUAGE

100. GUIDELINES – EMPLOYMENT OF MINORS

The parties hereto, recognizing the special situation that arises when minors are employed, have formulated the following guidelines with respect to minors employed under this Code, to ensure that: 1) The performance environment is proper for the minor; and 2) the conditions of employment are not detrimental to the health, education, safety and morals of the minor.

It is the intent of this provision that the best interests of the minor be the primary consideration of the parent/guardian and the adults in charge of production, with due regard to the age of the 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.

A. Interviews and Tests:

Calls for interviews and individual voice and photographic tests, fittings, wardrobe tests, make-up tests, production conferences, publicity and the like for children of school age shall be after school hours, provided such calls are completed prior to 8:00 p.m. Producer shall use its best efforts to assure that calls for such interviews and tests normally shall be limited to one (1) hour. Two (2) adults must be present at and during any such call involving a minor. Calls for actual production shall not be so limited.

B. Engagement:

- (1) Producer shall advise the parent/guardian of the minor of the 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.
- (2) Prior to the first date of the engagement, parent/guardian shall obtain, complete and submit to the Producer or his representative the appropriate documents required by state and local law related to the employment of the minor. Producer agrees to cooperate with SAG-AFTRA in an effort to secure a more efficient handling of the issuance of working permits for children from the N.Y. Society for the Prevention of Cruelty to Children, and the Mayor's Office of the City of New York.

C. Work Hours:

- (1) The workday 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 workday shall end no later than 1:00 a.m. on the morning of the non-school day(s).
 - (a) Exceptions to "work hours":
 - (i) Where the Producer has obtained a waiver of the minor's work hours from the applicable state agency, SAG-AFTRA will be deemed to have granted an automatic waiver of this provision, in accordance with such state waiver.
 - (ii) SAG-AFTRA agrees to grant Producer's reasonable requests for waivers of the work hours provision.
- (2) 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.

D. Supervision:

- (1) The parent/guardian must be present at all times while a minor is working, and shall have the right, subject to production requirements, to be within sight and sound of the minor. The presence of the parent/guardian will not interfere with the production. The parent/guardian will not bring other minors not engaged by Producer to the studio or location.
- (2) The parent/guardian will accompany the minor to wardrobe, make-up, hairdressing and dressing room facilities. No dressing room shall be occupied simultaneously by a minor and an adult performer. This restriction shall not apply to minors under three (3) years old.
- (3) Producer will provide a safe and secure place for minors to rest and play. The Producer agrees to supply cots during rehearsal for minor performers.
- (4) 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 or she to be in such a dangerous situation after having discussed the matter with his or her guardian or the stunt coordinator, if one is present, then the minor shall not be required to perform in such situation regardless of the validity of his or her belief.
- (5) When a Producer engages a minor, 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/guardian of the name of such individual.
- (6) If a minor is at location, the minor must leave the location as soon as reasonably possible following the end of his or her working day.
- (7) Guardian, as that term is used in this Section, must be at least eighteen (18) years of age and be the minor's legal guardian or have the written permission of the minor's parent(s) to act as guardian.
- (8) Producer will comply with all applicable child labor laws governing the employment of the minor in broadcasting, and will keep a summary of said laws in the production office, if such summary is readily available.

E. Education:

Producer shall use its best efforts to ensure that the minor's education will not be neglected or hampered by the performer's employment and will comply with all applicable education laws.

If a minor is scheduled to work in the studio two (2) or more weekdays in a given week and on these days his or her work schedule is at least eight (8) hours each day and interferes with the performer's attendance at his/her regular school in a manner that precludes the performer from attending school for at least three (3) hours, then Producer shall provide the performer with sufficient study time, in periods of no less than twenty (20) minutes at any one time, so that performers will have had the opportunity to be in school and/or study for a total combined period of three (3) hours on each such day.

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

The provisions of this Paragraph shall prevail over any inconsistent and less restrictive terms contained in any other Paragraphs of this Code 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 Paragraphs.

Teachers 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.

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 school facility; minors must not be taught while being transported to or from local locations.

101. COST OF LIVING

Paragraph 101. Cost of Living, was deleted from the 1991-1994 Code. Remaining Paragraphs will retain their existing numbers.

102. AFTRA HEALTH AND RETIREMENT FUNDS

Section 1.

- A. With respect to services performed under this Code on and after February 27, 2012 (including all services such as rehearsal theretofore performed in connection therewith), and with respect to "recordings" produced under this Code and broadcast on and after February 27, 2012, the Producer shall pay to the AFTRA Health and Retirement Funds a sum equal to sixteen and one-half percent (16.5%) (seventeen percent (17%) effective January 1, 2015) of the gross compensation due each performer for such services and/or the use of such "recordings." As used in the preceding sentence, the term "recordings" shall have the meaning given in Paragraphs 70 and 72 of this Code. The Producer's obligation to pay such sum shall apply to the performer's gross compensation, including talent agent's commission (it being understood that nothing in this Code shall be construed as requiring Producer to pay a talent agent's commission), without any deductions whatsoever, whether pursuant to oral or written contracts entered into prior to, on or after

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Language

17. **Employment of Minors (Paragraph 100)**

A. Amend Paragraph 100.A. to add the word “auditions” in the first and second sentences.

B. Amend Paragraph 100.C as follows:

“C. Work 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) 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).

“(15) The workday 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 workday shall end no later than 1:00 a.m. on the morning of the non-school day(s).

“(a) Exceptions to “work hours”:

“(i) Where the Producer has obtained a waiver of the minor’s work hours from the applicable state agency, SAG-AFTRA will be deemed to have granted an automatic waiver of this provision, in accordance with such state waiver.

“(ii) SAG-AFTRA agrees to grant Producer’s reasonable requests for waivers of the work hours provision.

“(6) 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.

“(27) 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.”