



**SAG·AFTRA®**

**BACKGROUND ACTORS**  
**2014 Theatrical and Television**  
**Contracts Digest**

A Handbook for Performers Working as Background Actors





THIS IS A DIGEST OF RATES AND WORKING CONDITIONS APPLICABLE TO BACKGROUND ACTORS IN THE NEW YORK BACKGROUND ACTOR ZONES IN THEATRICAL MOTION PICTURES AND TELEVISION.

IT IS INTENDED TO PROVIDE A READILY AVAILABLE SOURCE TO ANSWER THE MOST FREQUENTLY ASKED QUESTIONS. IF FURTHER INFORMATION IS NEEDED CONCERNING SPECIFIC CONTRACT TERMS, CONTACT YOUR LOCAL OFFICE AS **THIS IS ONLY A SUMMARY.**

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**SAG-AFTRA MEMBERS MAY NOT WORK AS BACKGROUND ACTORS ON NON-SIGNATORY PROJECTS.**

SAG-AFTRA MEMBERS WHO ARE WORKING AS BACKGROUND ACTORS WITHIN SAG-AFTRA'S JURISDICTION **CANNOT** WORK FOR LESS THAN THE CONTRACT-COVERED WAGE.

SAG-AFTRA MEMBERS MAY **NOT WORK** THE NON-COVERED JOBS THAT ARE AVAILABLE AFTER THE REQUIRED SAG-AFTRA COVERED BACKGROUND ACTORS ARE HIRED.

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**PRODUCERS-SAG-AFTRA CODIFIED BASIC AGREEMENT OF 2014 AND THE 2014 SAG-AFTRA TELEVISION AGREEMENT**

**1. SCOPE**

Minimum number of covered Background Actors (excluding swimmers, skaters, dancers and stand-ins) shall be:

Features .....85  
 Television .....25

**2. DEFINITIONS**

**General Background** - Persons of atmospheric business which includes the normal actions, gestures and facial expressions of the Background Actor’s assignment.

**Special Ability Background Actor** -Background Actor specifically called and assigned to perform work requiring special skills such as tennis, golf, dancing (including square dancing), swimming, skating, riding animals, driving livestock, non-professional singing (in groups of 16 or less), mouthing to playback in groups of 16 or less, professional or organized athletic sports (including officiating and running), amputees, driving which requires a special skill and a special license (such as truck driving but not cab driving), motorcycle driving, insert work, and practical card dealing.

**Stand-In** -Background Actor used as a substitute for another actor for purposes of focusing shots, setting lights, etc., but is not actually photographed. Stand-Ins may also be used as general background.

**Photo Double** - Background Actor who is actually photographed as a photo double to substitute another actor. A General Background Actor who is required to do photographic doubling shall receive the Special Ability rate.

**Omnies** - Any speech sounds used as general background noise rather than for its meaning. Atmospheric words such as indistinguishable background chatter in a party or restaurant scene.

**3. RATES**

**MINIMUM DAILY RATE SCALE**

<b>Base Rates</b>	<b>7/1/14-6/30/15</b>	<b>7/1/15-6/30/16</b>	<b>7/1/16-6/30/17</b>
General Background Actor	\$152	\$157	\$162
Special Ability/Photo Double	\$162	\$167	\$172
Stand-in	\$171	\$180	\$189
Choreographed Swimmers and Skaters – New York Zone	\$394	\$406	\$418

Weekly rates are 5x the daily rates and include a guarantee of 5 consecutive days’ employment.

The following minimum salary rates apply to “Legacy Exhibit A Series” (i.e., those series first produced under the terms and conditions of Exhibit A to the 2011 or any predecessor AFTRA Network Code, including dramatic series made for free television, pay television or basic cable.

<b>Base Rates</b>	<b>7/1/14-6/30/15</b>	<b>7/1/15-6/30/16</b>	<b>7/1/16-6/30/17</b>
General Background Actor	\$157	\$162	\$167
Special Ability/Photo Double	\$167	\$172	\$177
Stand-in	\$177	\$186	\$195
Choreographed Swimmers and Skaters – New York Zone	\$410	\$422	\$435
Weekly rates are 5x the daily rates and include a guarantee of 5 consecutive days' employment.			

#### **4. PAYMENTS IN ADDITION TO BASIC DAILY RATE**

##### **(1) Hazardous Work**

Producer shall notify Background Actor at time of booking if any rough or dangerous work is involved. If no notice is received, Background Actor may refuse such work and receive a one-half check or payment for actual hours worked, whichever is greater. However, if other General Background Actor work is available, Producer may keep the Background Actor to do such work at full rate. No discrimination shall be permitted against such Background Actor for such refusal. Background Actors hired on a minimum check who accept hazardous work shall be entitled to additional compensation in an amount to be agreed upon between the Background Actor and the Producer, before the performance of such work.

The amount of this adjustment shall be listed on the Background Actor’s daily voucher.

Producer will provide immediate access to “qualified medical personnel” whenever hazardous work is to be performed.

##### **(2) Wet Work/Smoke Work**

A Background Actor required to get wet (including rain work) shall receive an additional \$14 added to the basic daily rate unless wearing swimming or surfing gear required for the scene. Any Background Actor not notified of wet work at the time of the call may refuse to perform such work and will receive one-half pay.

Background Actors working in smoke shall receive an additional \$14 added to the basic daily rate. Any Background Actor not notified of smoke work at the time of the call may refuse to perform such work and will receive one-half pay.

If a Background Actor refuses wet or smoke work, the Producer may keep the Background Actor to perform other General Background work, if it is available.

##### **(3) Body Make-Up, Skull Cap, Hair Goods, Hair Cuts**

A Background Actor who is directed to and does have body make-up or oil applied to more than fifty percent (50%) of his/her body, and/or is required to and does wear hair goods affixed with spirit gum (specified as wigs, beards, sideburns, mustaches or goatees), and/or who at the time of his employment is required to and does wear his own natural full-grown beard as a condition of employment, shall be entitled to additional compensation of \$19.00 per day added to the basic daily rate. When a Background Actor is required to and does

furnish his/her own hairpiece, he/she shall be paid additional compensation of \$19.00 per day, added to the basic daily rate.

Any Background Actor required to get a haircut must be notified at the time of booking. If notice is not given, the Background Actor may refuse the job on arrival without prejudice, but will not be entitled to compensation. A haircut may not be required more than two working days prior to the date of work.

**(4) Rehearsals**

Rehearsal time is work time, whether on a day prior to filming or on the same day.

**(5) Costume Fittings**

If fitted on a day prior to work call, payment is one-quarter of the daily rate for work call for up to 2 hours; additional time is payable at the hourly rate in units of thirty (30) minutes. If fitted, he/she is guaranteed at least one day of work on that production.

**(6) Wardrobe Allowance**

A Background Actor who is required to and does furnish formal attire, a fur, a national dress costume, a white Palm Beach suit or tropical suit, a uniform (other than police uniform), or period wardrobe shall receive \$18.00 a day for maintenance. Maintenance allowance for a police uniform is \$36.00 per day. Producer may require a Background Actor to report in specified wardrobe without extra payment. If Producer requires or requests a Background Actor to bring additional complete changes of wardrobe, the Background Actor shall receive \$9.00 per day for the first such complete change and \$6.25 per day for each additional change. Payment is for all changes requested, whether used or not. Background Actor may not be required to leave wardrobe overnight; if the Background Actor agrees to do so, daily wardrobe allowance is paid for each day so held.

**(7) Damage to Wardrobe or Property**

A Background Actor must file a lost or damaged property report with Producer prior to leaving the set. Producer must provide a form for the purpose of filing such claim.

Please do not bring valuables to the set. If you must, make sure you notify the company and make special arrangements for safekeeping.

**5. INTERVIEW FEES**

Background Actors reporting for interviews shall receive an allowance for the first two (2) hours of the interview in the amount of one-quarter (1/4) check. For time in excess of two hours, Background Actors shall be paid in units of two (2) hours at the specified regular hourly rate for the call being filled.

In addition, Background Actors required to bring the following to an interview shall receive the indicated additional payment:

- Requested Wardrobe.....1/2 the applicable allowance rate
- Requested pet, auto, prop.....1/2 the applicable allowance rate

**6. PERSONAL PROPS**

Background Actors required to furnish the following shall receive the indicated additional payments:

**(1) Pets, Personal Accessories – Allowances Per Day:**

Pets.....	\$23.00
Golf Clubs – set with bag.....	12.00
Tennis Racquet.....	5.50
(no additional pay if paid for tennis outfit)	
Luggage (per piece).....	5.50
Camera.....	5.50
Skis and Poles.....	12.00

(2) For props not listed above, the Background Actor may negotiate a fee at time of booking.

**(3) Autos, Etc. – Allowances Per Day:**

Auto .....	\$37.50
Trailer .....	19.00
Bicycle.....	12.00
Moped.....	15.00
Motorcycle .....	37.50
Police Motorcycle .....	50.00
Skates/Skateboard.....	5.50

Mileage is also due for all miles traveled by the Background Actor upon the Producer’s instructions.

**7. SIXTEEN HOUR RULE VIOLATION**

One day of pay for each hour (or fraction thereof) beyond 16 hours. Meal breaks, wardrobe and prop return, and travel time are included in calculating 16 hours. A Background Actor employed in excess of 16 hours in any one day of 24 hours shall receive this additional amount except in circumstances beyond the control of the Producer. Production considerations or conditions are not considered to be beyond Producer’s control.

**8. MEAL PERIODS**

Meal period must be at least ½ hour but not longer than one hour (and are not counted as part of paid work time). The first meal period shall be called not later than 6 hours from the time of call. All subsequent meal periods shall be called not later than 6 hours after the end of the preceding meal period.

N.D. Meals (non-deductible meals) may only be called within the first two hours of the background actor’s call time, and are 15 minutes in length during which the Background Actor must be free of all activity including wardrobe, makeup and hair. Such ND meal must be a meal appropriate to the time of day, and must be given only for the purpose of aligning the Background Actor’s meal times with the crew meal times.



When crewmembers' meal period is shorter than that of Background Actors, such crewmembers shall be entitled to eat before the Background Actors.

No time shall be deducted from work time until the Background Actors are given the opportunity to get in line for the actual feeding of the Background Actors.

Whenever the Producer supplies meals or other food or hot drinks, or pays any money for meals, to the cast or crew, Producer shall supply the same to all Background Actors. "Meal" means an adequate, well balanced serving of a variety of wholesome, nutritious foods.

The penalties for any violation of the foregoing shall be:

- First ½ hour of delay or fraction thereof.....\$ 7.50
- Second ½ hour of delay or fraction thereof .....10.00
- Each additional ½ hour of delay or fraction thereof...12.50

**9. OVERTIME**

The regular workday is eight (8) consecutive hours (excluding meal periods). The 9th and 10th hours are payable at time and one half in one-tenth hour (6 minute) units. Work beyond the 10th hour is payable at double-time in tenths of an hour (6 minute) units.

**10. NIGHT PREMIUM**

For all work performed between the hours of 8:00 p.m. and 1:00 a.m., the background actor shall receive ten percent (10%) additional over and above any payment he is otherwise entitled to for such hours.

For all work performed between the hours of 1:00 a.m. and 6:00 a.m., the background actor shall receive twenty percent (20%) additional over and above any payment he is otherwise entitled to for such hours.

**11. SIXTH AND SEVENTH DAY, AND HOLIDAYS WORKED**

All work performed on a 6th consecutive day for the same employer shall be paid at the rate of one and one-half (1½) times the Background Actor's daily rate (except on an overnight location, the 6th consecutive day is paid at straight time.)

All work performed on a 7th consecutive day for the same employer shall be paid at the rate of double the Background Actor's daily rate (except on an overnight location, the 7th consecutive day is paid at 1½ times.)

**Holidays:**

New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day shall be recognized as holidays. If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if a holiday falls on Sunday, the following Monday shall be considered the holiday, except that on overnight locations, Saturday holidays will be recognized on Saturday.

**Provisions for Holidays Not Worked:**

Studio employment: Allowance of one (1) day's pay at straight time if the Background Actor is employed by Producer the day before and after any of the above named nine (9) holidays.

**Provisions for Holidays Worked:**

Double daily wage.

Overtime premium payments shall not be compounded or pyramided and shall be paid at the highest applicable premium rate only.

**12. NUDITY**

Background Actors must be notified in advance of any nudity or sex acts expected in the role. If not notified, the Background Actor may refuse such work and shall receive his/her full day of pay. Set must be closed, and no still photography shall be permitted without Background Actor's prior written consent.

Producer is required to obtain prior written consent for appearance of a background actor in a nude or sex scene. Consent may be withdrawn at any time but not for scene(s) already photographed.

Body doubles employed in scenes requiring nudity or conduct of a sexual nature shall be principal performers.

**13. WORKING IN A HIGHER CLASSIFICATION**

If any part of the workday is worked at a higher rate than the rate under which the Background Actor is called for work, the higher rate shall prevail for that entire workday. If the Background Actor is called back for the next day and the Producer intends that he/she shall revert to the rate at which he/she was originally hired, the Background Actor must be notified of such intention at the time of the call-back.

**14. AVAILABILITY AND BOOKINGS**

Asking for availability does not obligate either the Background Actor or the Producer.

Availabilities are not bookings. Example: A casting director calls you and says, "There is a two-day shoot next Monday and Tuesday, are you available?" and you reply "yes" and are told to call back on Sunday for details. When you call, you are given all of the necessary information (time, place, wardrobe) for Monday, but Tuesday is not mentioned. At this point you should ask, "Am I booked for Tuesday?" Many casting directors would like to give the impression that the Background Actor is obligated to hold the second day, but this is not true.

**15. CALL-BACKS**

If the Background Actor is established in the film so that he/she cannot be replaced, and if the Producer requires his/her services on the following workday and notifies the Background Actor of this by giving him/her a definite call-back, the Background Actor shall report for the following workday.

## **16. CANCELLATIONS**

The Background Actor is entitled to a full day of pay for cancellation of an initial work call, unless such cancellation is due to illness in principal cast, fire, flood, or other similar catastrophe or national emergency. In the event of such cancellation, the Background Actor will be entitled to a half-check. If the Background Actor is notified of such cancellation before 6:00 pm of the workday previous to the work date, the Background Actor will not be entitled to the half-check.

## **17. WEATHER-PERMITTING CALLS**

The Background Actor must be advised at the time of booking that a call is “weather-permitting.” If such a call is cancelled or postponed due to unsuitable weather, a half-day’s pay shall be due. Producer may require up to 4 hours of work for rehearsal, etc. If Background Actor is held for more than 4 hours, an additional one-half check is due. If the Background Actor is used for recording or photographing he shall receive a day of pay. Producer cannot request the Background Actor to call in the early morning hours of the following day for a possible “weather-permitting” call.

## **18. PAYMENT REQUIREMENTS**

The Background Actor will be paid by check to be postmarked by the Friday following the week of employment.

Late payment damages will be assessed at \$3.00 per day (excluding Saturdays, Sundays & Holidays).

## **19. TRAVEL/TRANSPORTATION/STUDIO ZONE**

The New York Studio Zone shall mean the territory within a radius of eight (8) miles from Columbus Circle. A background actor may be asked to report only to a studio or location anywhere within this zone; however, a background actor may be required to report to and be dismissed at a pick-up spot in Manhattan between South Ferry and 125th Street.

When required to report at any Studio Zone location, a Background Actor shall furnish his own transportation, unless such location cannot be reached by ordinary means of transportation, or unless the Zone location is not in the Boroughs of Manhattan, Brooklyn, Bronx, or that part of Queens which is exclusive of the area known as “The Rockaways”

Producer is required to furnish the necessary transportation if the services of the Background Actor are required at any place other than the place of reporting (except when an automobile is furnished for photographic purposes). Background Actors may only be dismissed at the place of reporting.

When flying at the request of Producer, coach class air travel is permissible for domestic non-stop flights of fewer than 1,000 airline miles, non-stop flights between Los Angeles and Vancouver, and non-stop flights of fewer than 1,000 airline miles between the United States and Vancouver or between the United States and Toronto. Producer will reimburse the Background Actor for baggage fees and costs of in-flight meals provided that the Background Actor submits a request with the appropriate receipts within thirty days after the flight.

## **20. TRANSPORTATION AFTER NIGHT WORK**

Any background actor required to work at night and not dismissed by 9:30 p.m. will be provided transportation by the Producer to the original pick-up point and to one of three drop-off points selected by the Producer (namely, Grand Central Station, Penn Station or Port Authority), unless the place of dismissal is within a zone bordered by 34th Street on the south, 57th Street on the north and 3rd Avenue and 8th Avenue on the east and west, respectively. When being transported from outside the New York Studio Zone, work time for background actors shall end at the first drop-off point, regardless of the point at which the background actor is actually dropped off.

## **21. SANITARY PROVISIONS**

The following shall be provided:

- a. Pure drinking water.
- b. A seat for each Background Actor.
- c. A stretcher or cot to be used as a stretcher.
- d. Separate dressing rooms for actors of each sex.
- e. Separate dressing rooms for children of each sex.
- f. Adequate provisions for proper and safe keeping of Background Actor's clothing during work.
- g. Adequate, clean and sanitary, individually screened toilet facilities, toilet paper, soap, and paper towels, or individual towels. Sanitary napkins must be obtainable.

Background Actors may refuse to change wardrobe if not provided with a place of privacy and comfort. Dressing rooms with adequate lighting to be provided. Buses and restrooms are not considered acceptable places to change. Buses used as holding areas must have lights and proper seasonal climate control.

## **22. AGENCY FEE**

All compensation paid to Background Actors employed by the Producer through any agency shall be net to the Background Actor, except for such deduction or withholdings as may from time to time be provided by law or by this Agreement; it being agreed that the Producer and not the Background Actor, shall bear the agency fee for obtaining employment, and that the Background Actor shall not be required by the Producer to pay such agency fee directly or indirectly.

## **23. HIRING**

1. No Background Actor shall be hired due to personal favoritism.
2. No person who is currently on the payroll of the Producer or any of its hiring, casting, or payroll agencies will be engaged or utilized as a Background Actor in any picture on which they also render services.
3. No fee, gift or other remuneration shall be demanded or accepted by any person having authority to hire, employ or direct services of Background Actors.
4. Non-discrimination: producer will make every effort to cast Background Actors belonging to all groups in all types of roles, having regard for requirements of suitability for the role so the American scene may be realistically portrayed.

## **24. EXTERIOR WORK OR WORK IN SEVERE CLIMATIC CONDITIONS**

Background Actors are to be notified in advance of any exterior work or work in severe climatic conditions, if known. In addition, Producer will provide reasonable protection from severe climatic conditions and when wearing out of season wardrobe.

## **25. WORKING WITH EXPLOSIVES**

If a Background Actor is rigged with any type of explosive device (including squibs), the Background Actor must be upgraded to a Principal Performer and must be permitted to consult with the Stunt Coordinator and Special Effects Person. The upgraded Background Actor may be brought back on subsequent days in the same role as a Background Actor.

## **26. MINORS**

Minors working as Background Actors are now entitled to the same working conditions with regard to working hours as those working as Principal Performers.

Please refer to the applicable sections in the current SAG-AFTRA Codified Basic Agreement for the specific rules.

## **27. SPEAKING IN UNISON**

Groups of persons working as Background Actors, when required to speak dialogue in unison, shall be reclassified as Principal Performers except in the following cases:

1. When in groups of five or more:
  - a) They are required to utter in unison exclamatory words or phrases, as distinguished from a line of dialogue, or
  - b) They are required to speak in unison traditional or commonplace dialogue which the ordinary person might be presumed to know. For example, the Pledge of Allegiance, the Lord's Prayer, or the Boy Scout Oath or Motto
2. Groups of 15 or more Background Actors photographed as a group and speaking lines in unison shall not be reclassified to the Principal acting category in any event, unless required to memorize the lines prior to reporting to the place of work.

## **2014 NATIONAL CODE OF FAIR PRACTICE FOR NETWORK TELEVISION BROADCASTING (THE "NETWORK CODE")**

### **A. THE FRONT OF THE BOOK**

#### **1. OVERVIEW**

The Front of the Book covers:

- Dramatic programs made for first-run syndication, and dramatic programs made for non-primetime (e.g., Saturday morning children's shows)
- Daytime Dramas (aka "soap operas" or "serials")
- All Non-Dramatic Programs

Front of the Book terms apply to all dramatic programs made for first-run syndication and to network dramas exhibited in non-primetime hours, such as Saturday morning children's shows. Daytime Serials have their own terms in the Front of the Book, reflecting the history and unique nature of this important genre. The Front of the Book also covers all Non-Dramatic programs, wherever or whenever shown. These include programs of all types: variety, sports, talk, reality, news, game shows, public affairs and documentary, educational, "judge shows," sketch comedy, concert performances, interstitials, and any other program format, regardless of whether network, syndicated, primetime, or outside primetime. They are produced under the original "program fee" model developed in the days of early and live television, but this structure has evolved significantly over the decades. Except where noted, a performer is guaranteed a program fee, in an amount specific to the length of the program. The length of the program also determines the number of work hours and production days included in the program fee. Additional days or hours are paid at the Extra Rehearsal Rate or as overtime. *All rates and terms for the Front of the Book are effective November 16, 2014 through June 30, 2018.*

## **2. SCOPE**

The Network Code Front of the Book does not recognize "caps" or "zones" for Background Actors. All Background Actors are guaranteed the protection of SAG-AFTRA rates and conditions, and are covered regardless of where they work in the U.S.

## **3. DEFINITIONS**

**Performers Who Speak 5 Lines or Less:** A line may consist of not more than 10 words, and a part of a line is considered a line. This category includes only those performers who have very minor parts to perform.

**Stand-ins:** Stand-ins substitute for cast members during rehearsals for blocking and lighting. Stand-ins may not be required to memorize lines or other special material. Stand-ins required to memorize or to learn any dialogue, choreography, pantomime, or other performing routines are classified as understudies, and must be paid the applicable program fee for the category of performer being understudied.

**Program Fees:** Except where specifically noted, rates, terms, and conditions in the Front of the Book are based on program fees. These rates are determined by category of performance, length of program, and in some cases, program format. The program fee sets a minimum base rate based on the length of the program. Built into the program fee is the maximum number of included hours within a maximum number of included days that you can be asked to work on that program, in addition to the actual length of the program. Hours worked beyond the allowable included number, or in excess of the allowable span, are paid as "extra rehearsal." Certain types of programs and performance categories work on a day rate basis, rather than program fees. A full program fee must be paid even if you are not required to work the total number of allowable included hours or days. You must also be paid per program – so, for

example, if you work on two programs in a single day, you are entitled to two separate program fees for the single day's work.

**B. DAYTIME SERIALS AND DRAMATIC PROGRAMS OUTSIDE NETWORK PRIMETIME**

**1. DAYTIME DRAMA ("SERIALS") – BASE RATES**

BACKGROUND ACTORS Program Length	11/18/2012	Included Hours Per Day	Overtime Rate Per Hour	
			I	II
5 min. or less	39	4	\$17	\$22
Over 5 to 15 min.	80	8	\$17	\$22
Over 15 to 30 min.	115	8 1/2	\$17	\$22
Over 30 to 45 min.	134	9	\$17	\$22
Over 45 to 60 min.	150	9	\$17	\$22
Over 60 to 90 min.	180	9	\$17	\$22

STAND-INS	11/16/2004	11/16/2014	11/16/2016
Per Hour	24	25	26

**How the Daytime Drama Program Fee and Additional Day Rate Works:** The program fee is paid for each program in which you appear. If you work more days than the number of programs in which you appear, you will be paid for at the rate of \$72 on programs of less than one (1) hour, \$96 for programs of one (1) hour or longer. If you appear in more programs than days worked, you are nonetheless paid for each program in which you appear. Reconciliation for days worked must be performed within 2 weeks.

If 10 or more Background Actors are guaranteed employment, are actually employed on a single day, and if a Background Actor is guaranteed twice the minimum rate, material recorded on that day may be used in up to 6 episodes. If 10 or more Background Actors are employed on a single day on location, and a Background Actor is guaranteed at least triple the minimum rate, material recorded on that day may be made available in episodes for a period of up to 13 weeks.

**Work Day and Overtime:** For each hour above the included hours outlined, you are paid the rate provided in the column "Overtime I" for the first 2 hours of overtime, and the rate in the column "Overtime II" for the third and each additional hour of overtime you work that day.

**Work on 6th or 7th day:** If you have worked 5 days in a given work week and are required to work a 6th or 7th day in that week, you are to be paid for all hours you work on the 6th or 7th day at the "Overtime I" rate with a minimum call of four hours, in addition to any performance fee or excess work day payment due. Hours you work in excess of those stated in the "Hours Per Day" column above are paid at the "Overtime II" rate.

Except as outlined above, all other terms for daytime dramas are provided in Section C.

## 2. DRAMATIC PROGRAMS OUTSIDE NETWORK PRIMETIME – BASE RATES

Base Rates	11/17/2013	11/16/2014	Included Hours /Days
General Background Actor	112	115	8-hour day: overtime at 1 ½ times the hourly rate.
Special Ability Background Actor	122	126	

STAND-INS					
Dramatic Programs	7/1/2013	7/1/2014	7/1/2015	7/1/2016	Included Hours /Days
Per Day	169	173	178	183	Overtime: 1 1/2, pro-rata after 8 hours excluding meals per day.

Except as outlined above, all other terms for dramatic programs outside network primetime are provided in Section C.

## C. NON-DRAMATIC PROGRAMS

### 1. BASE RATES

Program Length	11/18/2012	11/16/2014	Included Rehearsal Hours	Included Days	Minimum Daily Call Hours
5 min. or less	41	42	1.5	1	1.5
Over 5 to 15 min.	81	83	2	1	2
Over 15 to 30 min.	122	126	7.5	1	4
Over 30 to 45 min.	141	145	8	2	4
Over 45 to 60 min.	156	161	8	2	4
Over 60 to 90 min.	191	197	10	2	4
Over 90 to 120 min.	224	231	13	2	4

Other than Variety regardless of the length		
	11/17/2013	11/16/2014
General Background Actor	112	115
Special Ability Background Actor	122	126

STAND-INS	11/16/2004	11/16 2014	11/16/2016
Per Hour	24	25	26

**A. Stand-ins:** Minimum call depends on the type of program:

- Award programs (e.g., Academy Awards) in excess of one hour: 5-hour minimum call;
- Primetime Variety program (e.g. “Dancing with the Stars”) 60 minutes or longer: 5-hour minimum call;
- Primetime entertainment programs 60 minutes or longer: 3-hour minimum call;
- All other non-dramatic programs: 2-hour minimum call.

**B. Extra Rehearsal and Overtime Rehearsal:** Where the program fee structure is used, you are paid the “Extra Rehearsal” rate of \$15 for each hour you work beyond the “included rehearsal hours” for the length of the program on all “included days” and “regular days.” For



all hours you work on “additional rehearsal days,” you are paid time-and-one-half (\$22.50) per hour. Additional rehearsal days are those days which are beyond the consecutive period of “regular rehearsal days” associated with the length of the program.

Any hour you work beyond 7 in a day (or 9 on a single camera day), even if within an included rehearsal day, is paid at time-and-one-half the extra rehearsal rate. Any hours you work beyond 40 in a week, even if within the included number of hours and rehearsal days for the length of the program in question, are paid at time-and-one-half the extra rehearsal rate.

**C. Rest Between Days – “Turnaround”:** The producer must provide a rest period of not less than 12 hours between the end of work on one day and the beginning of work on the next day. If you are required to report to work within that 12-hour period, you must be paid an additional \$20 per hour.

## **2. MEAL PERIODS**

All program types shall have no more than 6 hours between first call and first meal, provided that a performer (including background performers) may be provided with a non-deductible meal appropriate to the time of day of fifteen (15) minutes in duration within two (2) hours of the performer’s call time, during which performer will be freed of all activity, provided that for Background Actors such non-deductible meal is given for the purpose of synchronizing the performers’ meal time with the crew meal time.

Meal periods shall not be considered as time worked. No work shall be required during a meal period, including, but not limited to, make-up, hairdress, or wardrobe.

In the event a first meal period is not given to any performer as herein mentioned, Producer shall be required to pay in addition to any other fees a sum of \$25.00 to such performer for such first meal period missed.

In the case of a second or succeeding meal period, Producer has the option of giving a one-half (1/2) hour meal period, subject to the following additional conditions:

When such a meal period is given and producer caters a balanced meal, no penalty shall be incurred. When such a meal period is given and a balanced meal is not catered, a \$27.50 meal period penalty shall be incurred.

If a second or succeeding meal period is not given, a \$35.00 missed meal period penalty shall be incurred.

## **3. PAYMENTS IN ADDITION TO BASIC RATES**

**A. Wardrobe, Hairdress, and Make-Up:** You must be credited with 1 hour of rehearsal time each time you are required to appear for choosing and/or fitting of wardrobe. If the call is not within the included or regular rehearsal days, you have to be paid at the rate of time-and-one-half of the extra rehearsal rate.

You may not be required to furnish any special wardrobe, special wigs, or special accessories.

Evening clothes (except full dress for men) and any apparel which may reasonably be expected to be included in your regular wardrobe are not considered special wardrobe. For women, "regular wardrobe" includes 1 evening gown. If you agree to furnish special wardrobe (not including wardrobe which you normally furnish as part of your professional performance), you are paid a fee of \$12. If you supply personal wardrobe you are paid a wardrobe maintenance fee of \$10 per outfit, except that the fee for formal evening wear and genuine fur coats, jackets, capes, and stoles is \$25.

If wardrobe you furnish is damaged during rehearsal or performance, the producer will reimburse you for the cost of repair provided that you give notice of the damage to a producer's representative (such as the producer, director, associate director, floor manager, house manager, or facilities manager), prior to leaving the studio, and only after you provide the producer proof of a paid bill covering the cost of such repairs, but in no event more than the value of the garment.

**B. Work in Smoke and Hazardous Substances:** You must be given notice if work in smoke or hazardous substances is involved. If the producer fails to advise you, you may refuse to perform in smoke or hazardous substance but will nevertheless be paid a program fee or guarantee. This does not give you the right to refuse other work that day that does not involve smoke or hazardous substances, nor does it mean you are entitled to more than 1 program fee or guarantee for any 1 day's work.

**C. Hazardous Work and Hazard Pay:** You cannot be required to take part in hazardous action or work under hazardous conditions without your consent. If you take part in hazardous action or work under hazardous conditions, you are paid additional compensation of \$100 per program.

If scripted or non-scripted stunts or stunt-related activity is required, an individual qualified by training or experience in the planning, setting up, and performance of the stunt must be engaged and present on the set. You may not be asked to perform a stunt or stunt-related activity without the opportunity to consult with this individual before performing the stunt.

You cannot be asked to work with an animal which a reasonable person would regard as dangerous in the circumstances, unless an animal handler or qualified trainer is present. You must be given an opportunity to familiarize yourself with the animal, with the trainer present, before being required to perform with the animal.

You may not be rigged with any type of explosive charge of any nature whatsoever without the use of a qualified special effects person.

The equipment the producer provides you must be in suitable repair for safe and proper performance of the stunt. The producer responsible for production facilities (for himself or other producers hereunder) must post a list of qualified physicians (where state law permits) who are readily available and on call in case of accident at the main switchboard or reception desk and in each studio in use, with their names, addresses, and telephone numbers.

If you are engaged in scripted or non-scripted stunts, the producer must provide you with

adequate training time in the use of dangerous props and instruction in the use of props where necessary. Time spent training in the use of props is treated as rehearsal time.

A person qualified to administer medical assistance on an emergency basis must be present or readily available at all rehearsals and all performances during which hazardous actions or work under hazardous conditions is planned.

In any instance in which fire is to be used in special effects, adequate fire safety precautions must be taken and, where warranted, an individual qualified in fire control techniques will be present in order to provide for your safety.

Transportation to the nearest medical facility providing emergency services must be readily available.

#### **4. PERSONAL PROPS**

See page 8, Section 6 of this Digest.

#### **5. COSMETIC ALTERATION AND NUDITY**

If you are required to grow a beard or moustache or shave your head, you shall be paid a fee of \$35. You cannot be required to appear nude, except with your consent.

#### **6. AVAILABILITY AND CANCELLATIONS**

You must be given notice of your rehearsal location, and guaranteed number of days of employment not later than 24 hours before your first rehearsal session. If your engagement is cancelled (except for gross misconduct or insubordination), you are to be paid for all contracted time.

#### **7. DEFINITION OF BACKGROUND ACTORS**

Background Actors are those performers who do not speak any lines whatsoever as individuals, but who may be heard singly or in concert as part of a group or crowd. A background actor shall be upgraded to the five-lines-or-less category if he or she meets any one of the following three (3) conditions in a scene:

- a) is addressed individually by a principal performer;
- b) is alone in a scene;
- c) speaks individually as part of a group or crowd;

And provided that such Background Actor receives more than minimal individual direction and portrays a point essential to the plot.

#### **8. SPECIAL TERMS FOR LARGE GROUPS**

When 20 or more Background Actors are engaged on a dramatic serial and are employed on a single show on a day, 80% of the existing program fee applies. When 30 or more Background Actors are employed per day on a variety show, 80% of the existing program fee applies. All other rates (extra rehearsal, turnaround, additional work day fees, as applicable) are paid at 100%.

## **9. TIME OF PAYMENT/LATE PAYMENT**

You must be paid not later than the Thursday after the week during which your performance takes place, or in the case of a pre-recorded program, after you have finished working.

Damages for late payment accrue at the rate of \$5 per day, up to a maximum payment of \$150 (30 days), and then the penalty ceases to accrue unless you or SAG-AFTRA serve notice to the producer. Once notice has been served to the producer, then accrual of damages resumes until payment is made.

If you do not receive timely payment, please notify SAG-AFTRA immediately so a claim can be filed for the outstanding amount and the applicable damages.

## **10. LOCATION WORK**

For daily location work, if you travel from home to a daily location, you must be credited with the time normally required to travel from the studio to the assignment.

On overnight locations, in cases of non-work days on which you travel to or from an overnight location, you are entitled to \$75. The \$75 payment is also due for any non-work and non-travel day on an overnight location.

Travel time on a travel-plus-work day is counted as work time for purposes of computing overtime. Travel time on a travel-only day is not counted as work time, but is calculated as a work day for determining the number of "additional work days" you should be credited with.

If you furnish your own car, you are paid in accordance with company policy. If the company has no policy, then the mileage rate is \$.30 cents per mile, but not less than \$3 per day.

## **11. DRESSING ROOMS**

The producer must provide you with dressing rooms and toilet facilities. Dressing rooms must be clean, have privacy when a complete change of clothing is required, be separate for each gender, and have adequate seating. Dressing rooms should have locks or facilities for locking valuables; if not, adequate insurance against loss must be provided.

The producer must provide adequate sanitary facilities, and dressing rooms adequate for comfort, cleanliness, privacy, and accessibility, taking into consideration the number of Background Actors and logistical difficulties involved.

When work on location is planned, you must be notified of the date, time, and whereabouts of the location.

## THE CW SUPPLEMENT

### 1. BASE RATES

<b>Base Rates</b>	<b>7/1/14 - 6/30/15</b>	<b>7/1/15 - 6/30/16</b>	<b>7/1/16 - 6/30/17</b>
Background Actor	\$124	\$130	\$137
Overtime per hour	\$23.25	\$24.38	\$25.69
Special Ability Background Actors	\$134	\$140	\$147
Overtime per hour	\$25.13	\$26.25	\$27.56
Stand-ins	\$173	\$178	\$183

### 2. WORK DAY

Rates are for an 8-hour day, with overtime at time-and-a-half.

### 3. OTHER TERMS

All other terms of the Front of the Book apply.

Exceptions:

1. Overtime paid at time and one-half
2. 16-hour rule applies
3. Meal Periods
  - 1st ½ hour of delay - \$7.50
  - 2nd ½ hour - \$10.00
  - each successive ½ hour - \$12.50

## **REMINDER OF PROFESSIONAL CONDUCT FOR BACKGROUND ACTORS**

In order to be recognized by others as a professional and to protect the dignity of the entire acting profession, members are advised of the following guidelines:

1. Always carry your paid-up SAG-AFTRA card or receipt of payment from the Membership Department.
2. Make sure that you arrive on the set on time, with required wardrobe and/or props. It is better to arrive early than to report late.
3. Be courteous and attentive.
4. Remember: Fill out your contract or voucher with care, making sure all information is legible and appears on all copies. Keep your own records of hours worked, meal breaks, etc. Make sure you note all wardrobe and props supplied at the request of the Producer.
5. Bring along some busy work. Part of working sometimes requires hours of idleness on the set.
6. Never leave the set without getting approval from the Assistant Director.
7. Smoke only in designated areas. This is a matter of courtesy.
8. The professional Background Actor is always prepared to take down the reporting location, date and time of a call, as well as the required wardrobe.
9. Once you are hired, you have been hired until released by the production company. In short, do not ask to leave early and do not leave early.
10. Notify Casting Director of potential conflicts caused by other bookings immediately.

## **IMPORTANT PHONE NUMBERS**

SAG-AFTRA New York Main Switchboard .....	(212) 944-1030
EEO & Diversity .....	(212) 827-1542
Commercial/Industrial .....	(212) 827-1454
Entertainment Field Services .....	(212) 827-1489
Television Contracts .....	(212) 863-4270
Theatrical Contracts .....	(212) 827-1553
Membership Services .....	(212) 827-1558
SAG-AFTRA New England Office .....	(617) 262-8001
SAG-AFTRA Philadelphia Office .....	(215) 732-0507
SAG-AFTRA Washington-Mid Atlantic Office .....	(301) 657-2560

