



SAG·AFTRA®

STUNT & SAFETY
2014 TV/Theatrical Contracts Digest





STUNT & SAFETY DIGEST

**PRODUCER - SAG-AFTRA CODIFIED BASIC
AGREEMENT OF 2014**

2014 SAG-AFTRA TELEVISION AGREEMENT

24-HOUR SAFETY HOTLINE: (844) SAFER SET / (844) 723-3773

STUNT AND SAFETY DIGEST
(THEATRICAL AND TELEVISION)

This is a contract summary outlining basic rates and working conditions for Stunt Performers working under the Producer-SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement. The term of the contract is for three years, commencing with the effective date of July 1, 2014, and continuing through June 30, 2017.

This digest is provided as a courtesy. It is intended as a quick-reference to outline those rates and conditions, which normally occur, as well as to provide a readily available source of answers to most questions. It is not contract language or an exhaustive list of all terms and conditions. In the event of an inadvertent discrepancy the language in the Producer-SAG-AFTRA Codified Basic Agreement of 2014 or the 2014 SAG-AFTRA Television Agreement as appropriate will govern.

For Schedule C Performers, rates and working conditions may vary in some instances; please refer to Schedule C in the Producer-Screen Actors Guild Codified Basic Agreement or contact a representative at the local office with any questions.

For New Media Productions with regards to Stunts please call the Stunt and Safety Department

For Commercial Productions please call the Commercials Department

**SAG-AFTRA
NATIONAL HEADQUARTERS**

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SAG-AFTRA Departments
Direct Dial Phone Numbers
Use Area Code (323)

Stunts & Safety 549-6855	Film Society Hotline 549-6657
Dancers Contracts Dept. 549-6864	Industrial/Educational Contracts 549-6858
Television and New Media Contracts 549-6835	Legal 549-6627
Professional Representatives 549-6745	The Contact Center 549-6779
Background Actors 549-6811	Sound Recordings & Music Videos 634-8150
Commercials Contracts and Commercials Residuals 549-6858	Theatrical, Television and New Media Residuals Info & Claims 549-6505
Communications 549-6654	SAG-AFTRA Foundation 549-6708
Diversity Dept. 549-6644	Singers Contracts 549-6864
Entertainment Field Services 549-6879	Theatrical Contracts 549-6828

**2014 CONTRACT SUMMARY
STUNT AND SAFETY DIGEST**

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1. MINIMUMS

Effective 7/01/14 7/01/15 7/01/16

THEATRICAL AND TELEVISION

MINIMUM DAY RATE

Stunt Performer	\$ 880	\$ 906	\$ 933
Stunt Coordinator (employed at less than "flat deal" minimum)	\$ 880	\$ 906	\$ 933
Airplane Pilot			
Studio	\$ 1,177	\$1,212	\$1,248
Location (any location off the Studio lot)	\$1,529	\$1,525	\$1,622

Stunt Coordinator "Flat Deal" Minimum Day Rate	<u>7/01/14</u>	<u>7/01/15</u>	<u>7/01/16</u>
Theatrical	\$1,368	\$1,409	\$1,451
Television	\$1,037	\$1,068	\$1,100

MINIMUM WEEKLY RATE

Stunt Performer	\$3,280	\$3,378	\$3,479
Stunt Coordinator (employed at less than "flat deal" minimum)	\$3,280	\$3,378	\$3,479
Airplane Pilot (Studio & Location)	\$3,280	\$3,378	\$3,479
Airplane Pilot (flying/taxing – daily adjustment)	\$1,009	\$1,039	\$1,070

Stunt Coordinator "Flat Deal" Minimum Weekly Rate	<u>7/01/14</u>	<u>7/01/15</u>	<u>7/01/16</u>
Theatrical	\$5,393	\$5,555	\$5,722
Television	\$3,988	\$4,106	\$4,231

TELEVISION ONLY

MINIMUM 3-DAY RATE

Stunt Performer (1/2 hour or 1 hour show)	\$2,406	\$2,478	\$2,552
Stunt Performer, Stunt Coordinator Employed at less than "flat deal" (1-1/2 hour or 2 hour show)	\$2,620	\$2,699	\$2,780

Stunt Coordinator "Flat Deal" Minimum 3-Day Rate	<u>7/01/14</u>	<u>7/01/15</u>	<u>7/01/16</u>
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½ hour or 1 hour show	\$2,813	\$2,897	\$2,984
1 – ½ hour or 2 hour show	\$3,143	\$3,237	\$3,334

2. INTERVIEWS

- A. Time
- (1) Day Stunt Performers (TV & Theatrical)
Stunt Performer does not receive compensation if dismissed within one hour from the time of call. If detained by producer beyond one hour, Stunt Performer is paid at straight time in one-half hour units for the time in excess of one hour.
See Schedule A, 14
 - (2) 3-Day Stunt Performers (TV only)
Stunt Performer does not receive compensation unless he/she is required to speak lines given him/her to learn outside the studio or is kept waiting for more than one hour.

See Schedule B, 19 (c)
 - (3) Weekly Stunt Performers (TV & Theatrical)
Same rules as for (2) above.
- B. Sign-In Sheets

ALL interviews or auditions for television or theatrical films must have sign-in sheets available. Producer must hold sign-in sheets in his/her office for a period of at least 30 days. If there are any problems with these work times, please contact the union immediately. From these, the union can determine who has given access to the casting process as well as whether the Stunt Performer has been videotaped or held overtime.

See Individual Schedules A, B, C (Interviews)

3. PARKING - LOCATIONS & INTERVIEWS

Whenever producer requires Stunt Performer to report for work in the studio zone rather than at the studio, producer shall pay for parking in a supervised public parking facility. If no such parking is available, producer will provide supervised parking on the street.

For interviews, if parking is not provided or readily available, producer will validate or reimburse the cost. Sign-in sheets indicating whether parking was provided will be available for Performer's signature.

See Individual Schedules A, B, C (Interviews)

4. ENGAGEMENT AND CANCELLATION

The Stunt Performer (Day, 3-Day TV, Weekly) has a firm engagement that binds the producer in the following cases:

1. When the Stunt Performer is given written notice of acceptance;
2. When a contract signed by Producer is delivered to the Stunt Performer or when an unsigned contract is delivered by producer to Stunt Performer and is executed by Stunt Performer as so delivered and returned to producer;
3. When a script is delivered to the Stunt Performer by producer with the intent to hire; however, this does not include the delivery of a script for a test, audition or interview nor the submission of a script for the purpose of permitting the Stunt Performer to determine if he/she desires the engagement;
4. When Stunt Performer is fitted for work; this shall not apply to wardrobe tests; and
5. When Stunt Performer is given a verbal call by producer or an authorized company representative, which is accepted by the performer.

The foregoing engagement guidelines do not apply to Schedule F Performers.

DAY PERFORMERS ONLY – either party can cancel prior to noon on the day before the Stunt Performer is to work if the call for work has only been verbal and none of the above numbers (1-4) have occurred. “On or about” start dates are not permitted for day Stunt Performers.

See Schedule A, Section 4, A

Performer’s Start Date – Free Lance Television & Theatrical

In the event a Stunt Performer is engaged as specified above but a start date has not been given, the Stunt Performer may terminate such engagement in order to accept conflicting *bona fide* employment by a third party; however, this is subject to the Stunt Performer first giving producer the following minimum period during which producer may specify a start date which then becomes binding:

1. If Stunt Performer informs producer before noon on a business day, by the end of the same day; or
2. If Stunt Performer informs producer at any other time by noon of the next business day.

See Individual Schedules A, B, C (Engagement/Starting Date)

“On or about” start dates are permitted only if a contract is delivered to a Stunt Performer seven (7) days prior to the start date for Theatrical and three (3) days prior for TV.

5. **MAKEUP, HAIRDRESS, WARDROBE, FITTING CALLS** (Other than Test)

Vouchers will be provided at all wardrobe fittings to be signed by Stunt Performer indicating time in and out.

Schedule A, Section 16, A, 1(b)

Day Stunt Performers (Television & Theatrical)

1. On a Day Prior to Employment:
Day Stunt Performer receives one-hour minimum pay for each call.
Additional time is paid in 15-minute units. Stunt Performers do not receive any compensation for such calls if they are receiving over \$1000 per day.

See Schedule A, Section 16, 2

2. On Day of Employment:
Such calls are work time and part of Stunt Performer's continuous day.

See Schedule A, Section 16, A, 1

3-Day Contract (Television only)

1. On a Day Prior to Employment:
Stunt Performers under Schedule H-II provision grant the producer two hours free fitting time on one day. Beyond the free time, the Stunt Performer is paid the salary rate in 15-minute units.

See TV Agreement Section 30, F

2. On Day of Employment:
Such calls are work time and part of Stunt Performer's continuous day.

See Schedule B, Section 20, A, I

Freelance Weekly (Television & Theatrical)

1. On a Day Prior to Employment:
Stunt Performer grants producer four hours' free fitting on two days for each week worked (three hours on two days in a week for TV).
Beyond the free time, Stunt Performer is paid salary rate in 15-minute units.

See Schedule B, Section 20, A, 2

2. On Day of employment:
Such calls are worked time and part of Stunt Performer's continuous day.

If, at producer's request, Stunt Performer provides personal wardrobe, a weekly cleaning allowance will be paid by producer for each outfit. A voucher with a copy to the Stunt Performer shall be signed at the end of each week indicating the outfits required by producer.

Formal wear – per outfit – per week	\$18.00
All other wardrobe – per outfit – per week	\$12.50

Up to 15 minutes shall be added at the end of the day for the purpose of ordinary make-up removal. If this puts the Stunt Performer into overtime, it will be paid in actual time up to 15 minutes. This time does NOT affect the meal period nor the 12-hour turnaround, which will still be calculated from the time Stunt Performer is released from the set.

Not applicable on an overnight location.

When other than ordinary make-up, hair dress, or wardrobe requires assistance in the removal thereof, **such removal time shall be work time.**

See Individual Schedules A, B, C, (Make-up, Hair dress, Wardrobe, Fitting calls)

6. DELIVERY OF CONTRACTS, PART YEAR WITHHOLDING

Standard employment contracts should be available for signature no later than the first day of employment. For television, provisions which cannot be stated on the standard form contract may be delivered 4 days after agreement has been reached. Failure to deliver contracts within the appropriate time period will cause damages to be incurred by the producer to the same extent as those for late payment. Performers may not be required to sign such contracts on the set. Delivery of a contract to the Performer's agent constitutes delivery to the Performer.

Employers must honor a Stunt Performer's request that taxes be withheld over a longer payroll period as set forth in the applicable sections of the Internal Revenue Code Regulations (i.e. by a more favorable tax-withholding schedule). Such forms are to be attached to Stunt Performer's contracts. Failure of an employer to provide the necessary forms should be reported to the union.

See General Provisions Section 16 & 31, C

7. LOAN-OUT

When a producer "borrows" a Stunt Performer or Stunt Coordinator, whether from a domestic or foreign company, whether or not the lending company is a signatory to SAG-AFTRA Collective Bargaining Agreement, producer guarantees to the Stunt performer the same working conditions as provided in the Basic Agreement.

This includes a producer holding a Stunt Performer or Stunt Coordinator harmless from and against all liability, loss, damages and costs, including counsel fees, which the Stunt Performer or Stunt Coordinator may, for any cause, at any time, sustain while under the direction and control of the producer.

See General Provisions Section 29

8. STUNT PERFORMERS AND “RIGHT TO ROLE”

If Stunt Performer portrays a role or has dialogue, Stunt Performer shall be entitled to “consecutive employment” and “Right to Role,” if any, only to the extent prescribed by the SAG-AFTRA Codified Basic Agreement. Stunt Performer shall receive a separate contract for such services.

See Individual Schedule H, Part I, Exhibit C and Schedule H, Part II, Exhibit D

9. CONSECUTVE EMPLOYMENT

If a daily Stunt Performer has a role or dialogue where consecutive employment applies, he/she may be recalled once without payment for the intervening time provided he/she is given a “firm” recall date no later than the end of the day on which he/she is dropped. There must be at least 14* calendar days between the drop and pick-up. If recalled on a weekly basis, the recall date can be “on or after” the date given, meaning the date given or 24 hours. In either event, such recall is only allowed once during the same production.

** 10 days for domestic Theatrical Motion Pictures and Features Made for Television.*

Consecutive Employment does not apply to:

a. Recalls

Recalls for retakes, added scenes, process shots, looping or trailers, after the close of Stunt Performers role in principal photography

b. Rehearsals (Long-form television and theatrical only)

Rehearsal is paid at the same rate as for photography and consecutive employment does not apply between rehearsal and photography. However, consecutive employment applies during the rehearsal period. Such non-consecutive rehearsal is subject to (a) Stunt Performer’s general availability; (b) “On or about” or firm start date being given.

See Individual Schedules A, B, C, (Consecutive Employment)

10. WORKWEEK

The studio workweek shall consist of any five (5) days out of seven (7) consecutive days as designated by the producer on each production unit. The sixth and seventh days in each workweek shall be the regular days off. Premiums are paid only when a Stunt Performer works (hold days included) six or seven days. Time-and-a-half for the sixth day and double-time for the seventh day.

The production workweek may be switched without penalty provided that the performer is given no fewer than two days off. Stunt Performers must be given prior notice of a shift in the workweek. Notwithstanding the above, Stunt Performers shall be paid for any days off beyond four between switched workweeks. If Stunt Performer is not given at least one day off in seven, a rest period premium must be paid.

The overnight location workweek shall consist of any six (6) days out of seven (7) consecutive days as designated by the producer on each production unit. The seventh day in each workweek shall be the regular day off. The above rules shall be adapted to conform to the overnight location six (6) day workweek.

See Individual Schedules A, B, C (Workweek)

11. DRESSING ROOMS

Producer shall provide to Stunt Performers dressing rooms which are clean and in repair and accessible in studios and locations. The producer shall take into consideration the type of work involved for the Stunt Performer and the location of the production in order to insure that such dressing rooms provide the Stunt Performer with reasonable comfort and privacy.

On location, there shall be no more than two (2) Stunt Performers per room in Teardrop trailers, campers, rooms in honey wagon units OR more than four (4) Stunt Performers in Winnebago's or motor homes.

Such dressing rooms shall be provided with adequate locks and producer shall provide facilities for checking normal personal belongings.

In the studio, the dressing room obligation may be met by permanent studio facilities or temporary mobile quarters, such as, trailers and motor homes. Heaters and fans shall be provided as needed in all dressing rooms.

See General Provisions 21, Section B

12. BILLING-SCREEN CREDIT

(Theatrical) Films with a cast of 50 or less, all Performers shall receive screen credit. Films with a cast of more than 50, producers at his/her discretion need list only 50 performers. Stunt Performers need not be identified by role.

See General Provisions, Section 25, B

(Television) One card in the end credits is required. If credit is not negotiated, it is at producer's discretion. Producer is required to honor individually negotiated billing as described and agreed upon in the Stunt Performer's individual contract.

See TV Agreement, Section 54

13. PRODUCTION TIME REPORTS, STUNT PERFORMER'S OVERTIME RECORDS

Either a production time report or the Stunt Performer's time card completed in ink is to be offered for the Stunt Performer's signature each day. **Such records should not be signed if blank.** Round trip miles for studio zone locations shall be indicated on the report, as well as stunt adjustments. Producer shall deliver these to union no later than the end of the following week.

Independent of the foregoing, Stunt Performers should keep time records covering their employment noting the following information:

DATE WORKED	TIME DISMISSED
FIRST TIME CALLED	STUDIO OR LOCATION
TIME ARRIVED ON LOCATION	MILES
ND MEAL (TIME)	TIME FOR MAKE-UP/WARDROBE
LUNCH (TIME/LENGTH)	REMOVAL
DINNER (TIME/LENGTH)	STUNT ADJUSTMENT (S)

See General Provisions Section 31, A, 1,2 & 4

14. WILL NOTIFY

When given a "Will Notify," the Stunt Performer should ask for a time by which he/she may expect to be notified. If the Stunt Performer is called to work, his/her work time is computed from the time he/she is required to report to work. If the Stunt Performer is not called to work, he/she is simply paid for the day.

15. TRANSPORTATION AND LOCATION EXPENSES

Airline Travel

Producers can travel a performer on business class to a location that is 1,000 airline miles or more on domestic flights. If another employee represented by a union or a guild flies in a higher class of transportation on the same flight as required by their collective bargaining agreement, then the performer must be furnished a higher class than business class. First class travel must be provided if business class is unavailable.

Producer can provide coach class to a performer on domestic flights less than 1,000 airline miles on non-stop flights only. An exception allows a producer to fly a performer coach from Los Angeles to Vancouver, travel between Vancouver and a U.S. city less than 1,000 miles, and travel between Toronto and a U.S. city less than 1,000 miles. If another employee represented by a union or a guild flies in a higher class of transportation on the same flight as required by their collective bargaining agreement, then the performer must be furnished a higher class than business class.

Elevated coach class travel will be provided where available (e.g., economy plus or extended leg room). Producer is required to reimburse performer for baggage fees and in-flight meals upon submission of appropriate receipts (within 30 days of flight).

If 6 or more Performers travel on the same flight and in the same class on jet flights then coach class shall be acceptable.

Bus transportation is acceptable when no other means are available. For interviews and auditions only, performer may travel other than first class on a regularly scheduled jet aircraft.

See General Provisions Section 35, D

In addition to single room accommodations, producer will provide per diem meal allowance to be paid prior to the day or week of work at not less than the following minimums if meals are not made available.

Breakfast.....	\$12.00
Lunch.....	\$18.00
Dinner.....	\$30.00

If the foregoing rates are insufficient to meet prevailing reasonable costs for meals on a location, producer will make appropriate adjustments.

When a production company is on an overnight location for two weeks or more and if Stunt Performer is paid by check, producer must make arrangements with a local bank for the cashing of compensation and per diems.

See General Provisions Section 35, B, 4

16. MILEAGE

A.

When Producer transports a Stunt Performer, such travel time is work time unless otherwise provided in the Agreement. Overtime caused by travel is computed at time-and-one-half.

Mileage is payable at \$.30 per mile to Stunt Performer required to report to location within the 30-mile Hollywood** or San Francisco Studio zones (8-mile zone in New York), figured from studio to place of reporting and return subject to the following exception:

No mileage payable for a 10 mile radius from a point designated by producer within the 30-mile zone once per season. This point may be changed by the producer at the beginning of each season.

Distance for which payment will be given must be clearly stated on the production time report. Mileage will be paid and separately identified on Stunt Performer's payroll check. Producer may pay in cash.

** See Glossary*

***The following locations have been added to the definition of Los Angeles Studio Zone: Aqua Dulce, Castaic (including Lake Castaic), Leo Carrillo State Beach, Moorpark, Ontario Airport, Piru and Pomona (including the Los Angeles Country Fairgrounds). If any of these locations are more than 4 miles outside the 30-mile Studio Zone, the producer shall provide overnight hotel accommodations upon reasonable request of performer at the location.*

Flight Insurance

Producer must provide coverage of not less than \$100,000 insurance for travel by commercial airlines (\$250,000 for travel by helicopter).

If producer is unable to provide such coverage, producer will reimburse Stunt Performer in full upon the provision of proof of purchase by the Stunt Performer.

See General Provisions Section 23, 1

17. REST PERIODS (TURNAROUND/FORCED CALL)

Daily Rest Period

1. Day Stunt Performers

a. Studio Zone (Theatrical & TV)

Stunt Performer is entitled to a 12 consecutive-hour rest period from makeup, wardrobe, hair dress, or any other purpose.

b. Location

i) Nearby Location (Outside of studio zone) (Theatrical & TV)

Where exterior photography is required on the day before and the day after, the rest period may be reduced from 12 to 10 hours once every fourth consecutive day. The rest period may not, however, be reduced from 12 to 10 hours on the first day of any Stunt Performer's employment in a television production.

ii) Overnight Location

TV – There is no reduction of the 12-hour rest period.
Theatrical – The 12-hour rest period may be reduced to 11 hours on any two non-consecutive days in the workweek.

2. 3-Day Contract (TV only)
Same as above

3. Weekly Stunt Performers (Theatrical & TV)
Same as above

4. A Stunt Performer may not waive more than 2-1/2 hours (2 hours on an overnight location) without union's consent.

Weekly Rest Period

All Stunt Performers are entitled to one weekly rest period of 56 hours. A 54-hour rest period may be given provided call time is not earlier than 6 a.m. following such rest period. On a 6-day location week the weekly rest period is 36 hours.

Violation of either the daily or weekly rest period is known as a "forced call" and the penalty is one day's pay or \$950 whichever is the lesser sum (3-day and weekly); or \$900 for day Performers.

See Individual Schedules A, B, C (Rest Period)

18. TIME OF PAYMENT – LATE PAYMENT

Stunt Performers employed by the day must be paid within five (5) business days after services are rendered. Series Stunt Performers must be paid at least every two weeks for all episodes worked whether or not completed. All other Stunt Performers must be paid no later than the studio payroll date (usually Thursday) of the week following the week in which services were rendered. Stunt Performers may be paid on Friday when on overnight location. Damages for late payment accrue at the rate of \$10 for each day of default to a maximum of 20 working days.

Should the producer fail to issue payment, including damages, within five (5) business days of written notice by the Union or the Stunt Performer, further damages at the rate of \$2.50 per day retroactive to the date of receipt of the aforementioned notice shall be due. Such damages shall continue to accrue without limitation until the delinquent payments together with late payment damages are fully paid.

No late payments shall accrue for disputed amounts while in dispute.

Late payment damages shall accrue commencing 10 business days after the settlement of a disputed claim.

See General Provisions Section 31, B

19. MEAL PERIOD VIOLATIONS

The first meal of the day shall be served 6 hours from a Stunt Performer's call time unless the Stunt Performer is given a non-deductible meal. The second meal break must be called within 6 hours from the end of the first meal break. The meal period must be at least ½ hour, but not more than 1 hour. There is an allowable 12-minute grace period, which may not be scheduled, provided the 6-hour meal period is not already extended because the camera was in the actual course of photography.

Penalty payments for violation of either meal period are \$25 for the first half-hour, or fraction thereof, \$35 for the second half-hour, or fraction thereof, and \$50 each half-hour or fraction thereof thereafter.

See Individual Schedules A, B, C (Meal Period)

20. MEAL NON-DEDUCTIBLE (NDB)

The producer may serve a non-deductible meal 15 minutes in duration within the first two hours of a Stunt Performer's call time. The Stunt Performer must be freed from

all activity. The next meal (the first deductible meal) shall commence within 6 hours of the end of the non-deductible meal.

See Individual Schedules A, B, C (Meal Periods)

21. HOLIDAYS

Official SAG-AFTRA holidays are: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, & Christmas Day. Stunt Performers working on a holiday receive an additional day's pay. Producer may take a production hiatus of up to 2 weeks at Christmas/New Years.

See Individual Schedules A, B, C (Holidays)

22. STUNT COORDINATORS

If employed at less than "flat deal" rate, applicable provisions of Schedule H, Parts I, II, and III (Stunt Performers) shall apply.

If employed at "flat deal" minimums, the following shall apply unless otherwise bargained for:

No overtime, penalties or premiums will be paid with the following exceptions:

Stunt Coordinators employed on a flat deal must be paid within the time stated in their personal services contract or deal memo. If the issue is not addressed in his/her contract or deal memo, payment must be made by the Friday following the week of work. If the Stunt Coordinator is not paid in a timely manner, late payment penalties of \$10.00 per day shall be paid for each day late up to a maximum of \$200.

All Stunt Coordinators shall be entitled to a rest period of not less than nine (9) hours commencing from one (1) hour after the stunt coordinator's dismissal (wrap) at the set until the first call thereafter, unless he/she is acting as the second unit director.

The penalty for violating the rest period is a day's pay or \$950, whichever is less.

On-camera stunt work will be included in a flat rate payment; however, negotiated stunt adjustments will be paid in addition to the flat rate.

See 1994 Stunt Coordinator Jurisdiction Memorandum

Residuals:

Theatrical: Residuals will be paid for the total combined earnings of coordinator work and stunt adjustments.

Television: Stunt coordinators employed on television and new media motion pictures shall participate in revenue based residuals payments.

Hold Harmless:

Stunt Coordinators shall be held harmless by being covered under the Producer's General Liability Insurance Policy.

See General Provisions, Section 28, A.5

The Stunt Coordinator shall notify the union whenever scripted stunts are planned involving non-Stunt Performers.

See General Provisions, Section 28, F

Non-Discrimination:

When the Stunt Performer doubles for a role which is identifiable as female and/or Black, Hispanic, Asian Pacific or Native American, and the race and/or sex of the double is also identifiable, Stunt Coordinator shall endeavor to cast qualified persons of the same sex and/or race involved. When the Stunt Performer is not identifiable, Stunt Coordinator shall endeavor to increase the employment of qualified women and minorities for such stunts. In addition, Stunt Coordinator shall endeavor to cast performers with physical disabilities for descript and non-descript stunts for which they are qualified and with due regard to safety in roles portraying their particular disability.

To achieve these objectives, Stunt Coordinator should endeavor to identify and recruit qualified minority and female Stunt Persons and qualified Stunt Performers with disabilities **prior** to the commencement of production.

See General Provisions Section 26

23. OVERTIME

Stunt Performer's day for overtime purposes is computed from time of first call to dismissal, excluding meal periods. Overtime for Stunt Performers receiving over the money breaks will be based on the applicable money break amount (see Schedule H-I, H-II).

A. **Day Stunt Performers** (Schedule H-I) (TV & Theatrical)

Money Break - Two times the minimum Day Performer rate

Overtime is paid in one-tenth (1/10th) hourly units at time-and-a-half for the ninth and tenth hours and at double time beyond ten hours. Stunt Performers over the money break receive time-and-a-half after 10 hours based on the money break.

B. **3-Day Performers** (Schedule H-II/TV only)

Money Breaks - \$3,000

Daily overtime is payable beyond 10 hours in one-tenth (1/10th) hourly units at double time. In addition, cumulative overtime is payable beyond 24

straight time hours cumulated over the 3-day period (or beyond 32 hours cumulated over a 4-day period, if the contract guarantees 4 days) at time-and-a-half in one-tenth (1/10th) hourly units. For days worked beyond the guarantee days overtime commences after 8 hours on a daily basis and is payable in one-tenth (1/10th) hourly units at time-and-a-half for the 9th and 10th hours and double-time thereafter.

C. Weekly and Series Stunt Performers (Schedule H-II)

	<u>Theatrical</u>	<u>Television</u>
Money Breaks	\$6,000	\$4,650

(1) Weekly and Series Stunt Performers at Money Break or Less (TV only):

a) 5-day studio workweek

i.) Work on any day beyond 10 hours is payable in one-tenth (1/10th) hourly units at double time (Schedule C)

ii.) Work in excess of 8 hours is subject to overtime on the following basis: (Schedule B)

a.) 2 days are permitted up to 10 hours without such overtime; after 10 hours, work time is payable at double-time;

b.) Work time is payable at one-tenth (1/10th) hourly units at time-and-one-half for the 9th and 10th hours worked;

iii.) Overtime caused by travel is payable at time-and-one-half;

a.) On a 6-day overnight location workweek, daily overtime is payable in the same manner as above. The 6-day week also requires a payment of 4 hours straight time beyond 44 hours whether worked or not for those Stunt Performers whose weekly guaranteed salary does not exceed the money break under Schedule B.

See TV Agreement, Section 25

(2) Weekly Stunt Performers at Money Break or less (Schedule H-II) (Theatrical)

Overtime beyond 44 hours in five days is payable in one-tenth (1/10th) hourly units at time-and-a-half. Work on any day beyond 10 hours is payable in one-tenth (1/10th) hourly units at double time. The 6-day overnight location workweek requires payment of 4 hours of overtime

beyond 44 hours whether worked or not (44 + 4 = 48). Any hours which exceed 48 on a cumulative weekly basis and are not paid for as daily overtime or by the 4 hours required overtime are payable at time-and-a-half in one-tenth (1/10th) hourly units.

Weekly Stunt Performers Over Money Break
(Schedule H-III and H-IV) (Theatrical & Television)

Daily overtime is payable beyond 10 hours in one-tenth (1/10th) hour units at double time figured on basis of the applicable money break. However, those guaranteed the following amounts do not receive overtime unless it is separately negotiated for:

Television.....	\$40,000 per picture
Theatrical.....	\$65,000 per picture

See Individual Schedules A, B, C (Overtime)

24. CLAIMS, FILING OF

Claims for Stunt Performers shall be filed no later than six (6) months after the occurrence of the facts upon which the claim is based or after the Stunt Performer has had a reasonable opportunity to become aware of the occurrence.

Residual claims must be filed within one year.

See General Provisions Section 9, E

If it becomes necessary to file a claim, call the Union and ask for a Claims Representative. Be prepared to give a detailed account of what happened, including dates, name of project, dollar amounts, etc.

The Claims Representative will keep the performers informed as to the progress of individual claims.

25. REUSE OF PHOTOGRAPHY

Please note that identifiable stunt footage can be reused without prior bargaining with the Stunt Performer; however, when stunt footage is reused, producers must issue payment to the Stunt Performer within sixty (60) business days from the exhibition of the reuse. In the event the producer fails to issue payment to the Stunt Performer within that period, the producer shall pay an additional late payment charge equal to the daily Stunt Performer minimum.

As above, identifiable stunt footage can be reused into a promo without prior bargaining with the Stunt Performer; the producer may reuse stunt footage in a generic television promo upon payment to the Stunt Performer the day Stunt Performer's minimum for every thirteen week use.

26. HOLD HARMLESS

Performers and Stunt Performers shall be held harmless legally from any claim for damages for injury or property damage arising out of acts in the course of employment. Producers must provide coverage for personal injury (\$1 million/\$2 million) and property damage (\$250,000).

See *General Provisions section 28, A, 5*

27. WORKING WITH EXPLOSIVES (including squibs)

Working with Explosives (including squibs): If a Performer is rigged with any type of explosive device, the performer must be permitted to consult with the Stunt Coordinator and a qualified special effects person (holding a Powder Card #1 license).

If a background performer is rigged with any explosive device (including squibs), that Performer must be upgraded to a Principal Performer. Note that the upgraded performer may be brought back on the same project in the same role on a subsequent day as a Background Performer.

28. VEHICLE DRIVING

Please note that there is **NO** such employment category as “precision driver” under any SAG-AFTRA contract.

A driver may only be hired as a *background driver* or as a *stunt driver*.

When any of the following conditions is planned as part of a driving sequence and special expertise is necessary in order to perform such driving sequence in a safe manner, the on-camera driver shall qualify as a Stunt Performer under Schedule H of this Agreement:

- 1) When any or all wheels will leave the driving surface
- 2) When tire traction will be broken, i.e., skids, slides, etc.
- 3) Impaired vision-when the driver’s vision will be substantially impaired by:
 - a. Dust;
 - b. Spray (when driving through water, mud, etc.);
 - c. Blinding Lights
 - d. Restrictive covering over the windshield;
 - e. Smoke;
 - f. Any other condition which will substantially restrict the driver’s normal vision.
- 4) The speed of the vehicle will be greater than normally safe for the conditions of the driving surface or when other conditions such as obstacles or difficulty of terrain will exist or off-road driving other than normal low-speed driving for which the vehicle was designed will occur.
- 5) When any aircraft, fixed wing or helicopter is flown in close proximity to the vehicle creating a hazardous driving condition.
- 6) Whenever high speed or close proximity of two (2) or more vehicles create conditions dangerous to the drivers, passengers, film crew or vehicles. Nothing herein shall require the performer to be doubled when the Performer has the special expertise to perform the sequence in a safe manner.

Stunt Doubling

When, for safety reasons, a performer is doubled on-camera as the driver of a vehicle, the double shall qualify as a Stunt Performer under schedule H of this Agreement. This would also apply to any passenger in a vehicle who must be doubled for safety reasons.

See General Provisions Section 28, H

29. RESIDUALS

TELEVISION EXHIBITION, SUPPLEMENTAL MARKET AND NEW MEDIA USE OF SAG-AFTRA THEATRICAL MOTION PICTURES

The producer will pay 3.6% of gross receipts from the distribution of theatrical motion pictures to free television, pay television (PTV/PPV/VOD), ad-supported free to the consumer streaming (AVOD/FVOD), or paid subscription video on demand internet rental (SVOD/DTR), shared pro rata by principal performers in the picture.

For theatrical motion pictures released on home video "cassettes" (VHS/DVD/Blu-ray), the Producer will pay the following percentages of gross receipts: 4.5% of the first million dollars; 5.4% of the excess over one million dollars, shared pro rata by principal performers in the picture.

For theatrical motion pictures released for electronic sell-thru/paid permanent digital download (EST/DTO) the Producer will pay the following percentages of gross receipts: 5.4% of 20% for the first 50,000 units; 9.75% of 20% for units thereafter, shared pro rata by principal performers in the picture.

NOTE: For theatrical motion pictures which had an initial theatrical release prior to June 10, 2009, residuals for electronic sell-thru are paid at the same rate as release to home video.

Residuals are due to SAG-AFTRA four months after the initial release to each market and 60 days following the close of each calendar quarter thereafter. Residuals are due to SAG-AFTRA 30 days following the initial exhibition on network television and quarterly thereafter.

TELEVISION EXHIBITION, SUPPLEMENTAL MARKET AND NEW MEDIA USE OF SAG-AFTRA TELEVISION MOTION PICTURES

ADDITIONAL COMPENSATION FOR RERUNS (MADE FOR FREE TELEVISION PICTURES)

Salary paid to performer constitutes payment in full for one run in each city in U.S. and Canada. A repeat in any city puts a motion picture in a subsequent run.

Subsequent runs are paid as follows depending on whether network prime time, network or syndicated reruns.

NETWORK PRIME TIME RERUNS

Performer is paid 100% of total actual compensation for each run subject to the following program ceilings for television pictures that started principal photography on or after July 1, 2016:

½ hour program	\$2,578
1 hour program	\$3,668
1 ½ hour program	\$3,665
2 hour program	\$3,948
Over 2 hour program	\$4,514

Residuals are due to SAG-AFTRA 30 days following each network prime time rerun.

NETWORK (Nonprime time) excluding “late night” RERUNS*

- 2nd50% of total applicable minimum
- 3rd40% of total applicable minimum
- 4th25% of total applicable minimum
- 5th 25% of total applicable minimum
- 6th 25% of total applicable minimum
- 7th thru 10th (each)... 15% of total applicable minimum
- 11th thru 12th (each)... 10% of total applicable minimum
- 13th and each succeeding run in perpetuity... 5% of total applicable minimum

SYNDICATION and “LATE NIGHT” RERUNS*

- 2nd 40% of total applicable minimum
- 3rd30% of total applicable minimum
- 4th25% of total applicable minimum
- 5th25% of total applicable minimum
- 6th25% of total applicable minimum
- 7th thru 10th (each) ... 15% of total applicable minimum
- 11th thru 12th (each) ...10% of total applicable minimum
- 13th and each succeeding run in perpetuity ...5% of total applicable minimum

Residuals are due to SAG-AFTRA 4 months following each rerun (30 days for reruns on The CW).

The rerun formula is a minimum formula, as are wage rates; nothing precludes individual bargaining for higher rates.

*Determining the lead city and tracking run counts is complicated. In addition, Side letters modify the residuals for Long Form and one-hour network prime time or “late night” episodic television pictures released to “late night” or syndication, and the formulas are very complex. Finally, gross receipts based residuals may be due if the series is out of production and the free television exhibition is on a secondary digital channel (dignet). Please consult the Residuals Department at the union.

ADDITIONAL COMPENSATION FOR FOREIGN TELECASTS **(Television Pictures)**

Payment for telecast in any part of the world outside the U.S. and Canada is required as follows:

15% of total applicable minimum not later than 6 months after first foreign telecast.

An additional 10% when distributor's foreign gross exceeds \$7,000 for a ½ hour picture, \$13,000 for a one-hour or \$18,000 for a 1 ½ hour or more.

An additional 10% when distributor's foreign gross exceeds \$10,000 for a ½ hour picture, \$18,000 for a one hour, \$24,000 for a 1 ½ hour or more.

For a one hour network prime time dramatic series and one-hour dramatic programs made for "late night" network broadcast, the above are collapsed into a single up-front payment of 35% not later than 6 months after first foreign telecast.

Gross receipts based residuals of 3.6% shared pro rata by principal performers in the picture shall be due with the 2nd and 4th quarter reporting if aggregated foreign free television grosses exceed:

\$365,000 for a ½ hour picture

\$730,000 for a 1 hour picture

\$1,860,000 for a picture over 1 hour, but under 2 hours

\$3,120,000 for a picture over 2 hours, but under 3 hours

(applicable thresholds increase proportionately for longer pictures)

Foreign basic cable receipts and foreign ad-supported/free streaming receipts are included in the above thresholds.

ADDITIONAL COMPENSATION FOR THEATRICAL EXHIBITION (Television Pictures)

If producer wishes to acquire the rights to exhibit a television picture in theatres, payment shall be required as follows:

If theatrical exhibition takes place in either the United States, its territories and Canada, on the one hand, or in a foreign country, on the other hand, the rates shall be **I)** 100% with respect to the Day Performer's total applicable minimum and **II)** with respect to all other Performer's, the free-lance Performer's total applicable minimum. Theatrical exhibition in both areas requires that Performer's be paid 200% of total applicable minimum (100% for each area). The initial payment for exhibition in any one area shall be 150% of applicable minimum (the extra 50% constitutes a non-refundable prepayment against use in the other area). The "total applicable minimum" is the total minimum salary for the period of the Performer's employment in the television motion picture.

There is a 50% of applicable minimum payment for a limited release of long-form programs to theatrical in specified foreign zones. Please consult the Residuals Department at the union.

Formula is a minimum formula only; Performer may bargain for his individual rate. Payment is due 90 days after first theatrical exhibition.

MADE FOR PAY TELEVISION/HOME VIDEO – Original Employment on Made-for-Pay TV or Made-for-Videocassette

In return for performer’s initial compensation, Producer is entitled to 10 exhibition days over a one year period on a Pay TV system.

Thereafter, Producer will pay to SAG-AFTRA Performers 6% plus pension and health contributions, of distributor’s gross receipts. Such payments will be made on a quarterly basis, shared pro rata by principal performers in the picture.

Home Video:

In return for Performer’s initial compensation, Producer is entitled to 100,000 units of video sales for Made-for-Video product, or 75,000 units for Made-for-Pay, before additional compensation is due. Thereafter, producer will pay 6%, plus pension and health contributions, of distributor’s gross receipts. Such payments will be made on a quarterly basis, shared pro rata by principal performers in the picture.

BASIC CABLE

Upon release, to Basic Cable of product initially produced for free television, as to which free television residuals would otherwise be payable, Producer shall pay to the Performers 7.5% of Distributor’s gross receipts for programs produced prior to July 1, 1984 and 6% for programs produced thereafter, which amount shall include Pension and Health Contributions. With respect to distributor’s gross receipts from the release to basic cable of free television motion pictures produced on or after July 1, 1998, pursuant to license agreements entered into on or after July 1, 2001, said percentage shall be six percent (6%) plus applicable pension and health contributions. Such payments will be made on a quarterly basis, shared pro rata by principal performers in the picture.

MADE FOR BASIC CABLE*

Salary paid to performer constitutes payment in full for one run on a basic cable service in the U.S. and the first license to Canada. A repeat on the basic cable service puts a motion picture in a subsequent run.

2 nd	17% of total applicable minimum
3 rd	12% of total applicable minimum
4 th	11% of total applicable minimum
5 th	10% of total applicable minimum
6 th	6% of total applicable minimum
7 th thru 8 th (each).....	4% of total applicable minimum
9 th thru 10 th (each).....	3.5% of total applicable minimum
11 th	3% of total applicable minimum
12 th	2.5% of total applicable minimum
13 th and each succeeding run in perpetuity....	1.5% of total applicable minimum

Residuals are due to SAG-AFTRA 4 months after each exhibition on basic cable. For Live Action made for basic cable pictures, residuals for Runs 2 – 5 shall be paid at the same time that residuals are due for Run 2.

*The above is applicable to 2014 SAG-AFTRA basic cable pictures, but there are legacy agreements that may have different terms and still be applicable to certain ongoing

series and/or Producer companies. Please consult with the Residuals Department or Television Department.

NOTE: gross receipts based residuals may be due for made for basic cable series that are out of production and being exhibited on a subsequent basic cable channel. Please consult with the Residuals Department.

NEW MEDIA

The producer will pay 6% of gross receipts from the distribution of television motion pictures to ad-supported free to the consumer streaming (AVOD/FVOD) shared pro rata by principal performers in the picture.

NOTE: There are free streaming windows attached to each television exhibition, which may mean that residuals are not due for streaming, and fixed residuals based on a percentage of total applicable minimum that may be due during the first year following the initial exhibition of the picture on television. Check with the Residuals Department.

The producer will pay 3.6% of gross receipts from the distribution of television motion pictures to paid subscription video on demand internet rental (SVOD/DTR), shared pro rata by principal performers in the picture.

For theatrical motion pictures released for electronic sell-thru/paid permanent digital download (EST/DTO) the Producer will pay the following percentages of gross receipts: 5.4% of 20% for the first 100,000 units; 10.5% of 20% for units thereafter, shared pro rata by principal performers in the picture.

NOTE: For television pictures that had an initial television exhibition prior to June 10, 2009 residuals for electronic sell-thru are paid at the same rate as release to home video.

PRO RATA DISTRIBUTION OF THE MONIES RECEIVED WILL BE AS FOLLOWS: **(Applies to above sections)**

Time Units

Each Performer will be credited with units for time worked or guaranteed

Each day = 1/5 unit

Each week = 1 unit

Maximum: 5 units per Performer

Salary Units

The salary of each Performer will be converted to units as follows:

Day Performer: Each multiple of daily scale equals 1/5 unit

All other Performers: Each multiple of weekly scale equals 1 unit.

Note: When a fraction of a multiple is more than ½ of daily or weekly scale the Performer will be credited with another day or weekly unit.

Maximum: 10 units per Performer

Computation

The aggregate of each performer's time and salary units will be applied against the total cast units and will be paid in the percentage their units represent.

Free TV Series (applies to sections above in connection with revenue received on or after July 1, 2001):

Series Performer:	Three (3) units
Freelance weekly Performer	Two (2) units
All others:	One (1) unit

30. NON-DISCRIMINATION AND DIVERSITY, POLICY OF

Policy

The Producers have agreed to a policy of non-discrimination on the basis of sex, race, color, creed, national origin, age, marital status, disability, sexual orientation or gender identity in accordance with state and federal laws.

Access and Auditions

This is especially applicable to the casting process where all Stunt Performers must be given equal access. Every effort will be made to include minorities, women, Stunt Performers with disabilities and Stunt Performers aged 40 and over in the casting of each motion picture in order to portray the American scene realistically. To achieve these objectives, particular emphasis is placed on the casting of such persons in non-descript roles. Breakdowns shall be furnished to SAG-AFTRA where role depicts a specific disability.

Stuntwork

Women and minorities will be considered for doubling roles and descript and non-descript stunts on a non-discriminatory basis. Stunt doubles for female and/or Black/African-American, Hispanic, Latino, Asian/Pacific Islander or Native American Indian roles should be of the same sex and/or race involved.

To achieve this Stunt Coordinators will recruit minority and female stunt persons and qualified stunt persons with disabilities prior to production.

Data

The producer must provide the union with data on the employment of women, minorities, and Performers age 40 or over and Stunt Performers.

Meetings

On either three (3) or ten (10) days' notice the producer must meet with the union to discuss the producer's hiring practices and problems with any of the above requirements.

If the union can demonstrate a producer has not made satisfactory progress in providing employment opportunities for women and minorities, it may publicly release all statistics regarding the employment practices of the producer.

See General Provisions Section 26

31. SMOKE, WORK IN

When work in smoke is required, prior notification must be given to the Performer. If notice is not given and the Performer cannot work in smoke for health reasons, a minimum of one-half day's pay is due.

See General Provisions Section 58

Material Safety Data Sheets (MSDS) should accompany any substance used to create artificial smoke. Upon request of a Performer, producer shall furnish a copy of the MSDS to the Performer.

Periodic venting or exhausting of the stage is suggested. If this is not possible the performers should be allowed to take a break at appropriate intervals. If smoke is required on stage, schoolrooms located on the stage shall be evacuated.

See AMPTP Safety Bulletin #10

32. STUNT ADJUSTMENTS

Stunt adjustments shall be agreed upon prior to the performance. However, production shall not be delayed for the purpose of determining the amount of compensation.

See Individual Schedules H (Financial Agreement)

33. ADDITIONAL STUNT WORK

In the event stunt work is required by producer beyond that which was agreed to by the Stunt Performer, the Stunt Performer shall have the right to negotiate additional compensation for additional work required.

See Individual Schedules H (Additional Stunt Work)

34. SCHEDULE BREAKS

STUNT PERFORMERS

Schedule H-I

Stunt Performers Employed by the Day.

Schedule H-II

Stunt Performers employed by the week on Television Motion Pictures at \$5,000 or less per week and Stunt Performers employed by the week on Theatrical Motion Pictures at \$6,200 or less per week.

Schedule H-III

Stunt Performers employed by the week on Television Motion Pictures at more than \$5,000 per week and Stunt Performers employed by the week on Theatrical Motion Picture at more than \$6,200.

Schedule H-IV

Stunt Performers employed under Term Contracts.

STUNT COORDINATORS

Schedule K-I

Stunt Coordinators employed by the day at less than the “flat deal” minimum.
(See Schedule K-III for Flat deal minimums.)

Schedule K-II

Stunt Coordinator employed by the week at less than the “flat deal” minimum

Schedule K-III

Stunt Coordinator employed under “flat deal” contracts:

Daily	<u>7/01/14</u>	<u>7/01/15</u>	<u>7/01/16</u>
Theatrical	\$1,368	\$1,409	\$1,451
Television	\$ 1,037	\$ 1,068	\$1,100
Weekly	<u>7/01/14</u>	<u>7/01/15</u>	<u>7/01/16</u>
Theatrical	\$5,393	\$5,555	\$5,722
Television	\$3,988	\$4,106	\$4,231

When hiring a Stunt Coordinator on a “flat deal” basis, the producer must memorialize any better conditions which have been negotiated by the Stunt Coordinator in the Stunt Coordinator’s deal memorandum or personal services agreement and in the Stunt Coordinator’s Schedule K employment contract.

AIRPLANE PILOTS

See Schedule I – See Rate Increase

35. MINORS – STUNTS

No minor shall be required to work in a situation which places the child in clear and present danger. If a minor feels he/she would be in such danger, the parent or guardian may have the teacher and/or Stunt Coordinator discuss the situation with the minor. If the minor insists in his/her belief, regardless of its validity, the minor shall not be required to perform in such situation.

When a minor is asked to perform physical, athletic or acrobatic activity, or any activity of 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 any reasonable requests for equipment that may be needed for safety reasons.

Prior to 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 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.

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/she was engaged by producer and has been found to be physically fit.

See General Provisions Section 50, I

Studio teachers are responsible for the health, safety, and morals of minors engaged or employed in the entertainment industry. The studio teacher may refuse to allow the use of a minor on a set or location and may remove the minor from the set or location if, in his/her judgment, conditions present a danger to the health, safety, and morals of the minor.

See California Child Labor Law

36. SCRIPT STUNTS (Adjustment of Background Actors)

No background actor hired as such may be employed for script stunts on location except for a bona fide emergency. No background actor may be employed for script stunts at the studio if, on that day, he was employed as a background actor in the same production.

A stunt is a “non-script” stunt when not called for nor contemplated by the action in the script and not pre-planned nor pre-conceived, nor deliberately omitted for the purpose of evading this rule.

See Schedule H-I Section 9

37. CONTRACT RIDERS

Contract Riders must be given to the Stunt Performer no later than his/her first day of employment. Remember, a Stunt Performer does not have to sign any contract rider nor can he/she sign away any rights afforded him/her under SAG-AFTRA’s Basic Agreement. Any questions regarding any contract rider should be directed to the Union.

See Individual Schedules A, B, C (Engagement – Delivery of Contract)

38. CONVERSION TO WEEKLY

A Stunt Performer may be converted from a day contract to a weekly contract (such notice of conversion must be in writing) if the Stunt Performer is notified by noon of the day of conversion. The day the Stunt Performer is converted is the first day of their weekly engagement. However, the Stunt Performer shall be paid for such day, including overtime, as a day Stunt Performer. If the Stunt Performer is converted after noon, the conversion to a weekly engagement shall not be effective until the Stunt Performer’s next workday.

See Schedule A Section 7

39. PRORATING THE WORKWEEK

In the case of a Stunt Performer employed by the week, the initial period of employment must be at least one week in duration. Stunt Performer may have his/her workweek

prorated to determine an additional day of pay; such prorating shall be on the basis of one-fifth (1/5) of the Stunt Performers weekly base rate.

See Schedule H-II, 6

40. PRODUCTION STAFF VIOLATION

Persons employed as members of producer's casting or production staff will neither be engaged nor utilized as Stunt Performers in any picture on which they also render any services on producer's casting or production without the express consent of the Union.

Liquidated damages for violation:

Day Stunt Performer	\$500
3-Day Stunt Performer	\$600
Weekly Stunt Performer	\$800

The only exceptions shall be the following:

- 1) Animal handlers (appearing in scenes in which they handle animals); it is SAG-AFTRA's position that the language encompassing animal handlers refers to the handling of wild or exotic animals or animals whose performance depends on the direct interaction with the handler.
- 2) The Performer/director, Performer/writer, or Performer/producer, engaged in written contract as such prior to the commencement of principal photography.
- 3) In an "emergency" on location. "Emergency is defined as a situation on location in which a member of the cast cannot perform because of unavailability for any reason.

See General Provisions Section 30

41. SAFETY

When producer requires script on non-script stunts or stunt activity of a Performer, an individual qualified by training and/or experience in the planning, setting up and/or performance of the type of stunt involved shall be engaged and present on the set. The foregoing shall not apply to a Stunt Performer who plans and performs a stunt which does not involve other Performers. *See General Provisions Section 28, B, 1*

Safety Meeting

The performance of all stunts and action sequences should be preceded by a safety meeting on the site of the event with all people involved.

The safety meeting should include, but not limited to:

A "walk thru" or "dry run" of the action planned, a clear understanding of the intended action, possible deviations and the person who has authority to abort should be made clear and the signal to abort should be established.

A second meeting may be necessary before rolling cameras if any substantial changes have been made.

When performing Stuntwork or hazardous activity a perimeter control should be established for anyone who is non-essential to the shot.

See AMPTP Safety Bulletin #4

Medical Assistance

A person clearly identifiable and qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at all rehearsals and all performances where hazardous activity is planned. When on location, the production company shall determine the nearest emergency medical facilities and provide transportation to and communication with these facilities.

See General Provisions Section 28, D

Suitability of Equipment

All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by the producer or producer's representative on the set or on location.

Equipment provided by producer, for example: autos, cycles, wagons, air bags, ratchets, etc., shall be in suitable repair for the safe and proper performance of the stunt.

Persons involved in the planning and execution of a stunt shall be entitled to inspect any vehicle, mechanical device and/or equipment to be used in the stunt on the day prior to its use, provided it is available.

In any event, such persons shall have reasonable time for such inspections. No payment shall be due for any inspection.

See General Provisions Section 28, C

Communication

The producer shall obtain copies of all safety guidelines issued by the Industry-Wide Labor Management Safety Committee.

See General Provisions Section 28, G

General Information

State Law requires Material Safety Data (MSDS) shall accompany any hazardous substance. Upon request of the Performer, producer should provide a copy of the Material Safety Data sheets (MSDS) to the Performer for their review.

Stunt performer should carry and have readily available a list of any and all allergies (if known), all medication currently taken and information regarding any special health condition. This information may prove helpful in case of injury.

42. ACTORS PERFORMING STUNTS

Unless otherwise bargained for at the time of his/her engagement, a performer shall receive an adjustment of an additional applicable daily Stunt Performer minimum on the day on which he/she performs the stunt. In no event shall the performer receive less than the Stunt Performer's day minimum on the day the Performer does the stunt.

The producer must always get the Performer's consent before asking the performer to engage in a stunt or hazardous activity. The Performer DOES NOT have to agree; the Performer may always request a double.

See Individual Schedules A, B, C (Stunt Adjustments)

43. CATEGORIES OF STUNT PERFORMERS

UTILITY STUNT PERFORMER

Utility stunt performer may perform any stunt work required without an additional contract or contracts, including doubling one or more characters. This type of employment contract is permitted only when the Stunt Performer is hired under a weekly stunt contract.

N D STUNT PERFORMER (Non-descript)

May perform general stunt work only. Such Stunt Performer may not double for a specific character without an additional contract. The N D Stunt Performer may be employed on a daily or weekly contract.

STUNT DOUBLE

Stunt Performers may only double the character he/she has agreed to double. Any other stunt work performed on any given day will require an additional contract.

44. INJURIES AND WORKER'S COMP

All injuries, no matter how small, should be reported as soon as possible to the First Aid person.

If a performer is unable to work as a result of an injury or illness sustained at work, the performer should notify the employer as soon as possible to apply for Workers' Compensation Benefits. SAG-AFTRA requires that all employers carry some form of Worker's Compensation insurance.

Worker's Compensation is a law that provides an employee who has been injured on the job with a means of income while he/she is unable to work. In addition, the performer is entitled to have all medical expenses associated with the illness or injury paid for by his/her employer.

The Statute of Limitations is the time period in which a claim for Worker's Compensation must be filed. This varies from state to state. Please check with the individual state for the statute of limitations that relate to a particular situation.

45. ACCIDENT REPORTING

In the event an accident occurs in the course of a Performer's employment which results in medical attention, producer will prepare and send to the union, as soon as practicable, a report setting forth the date, time, place, circumstances and nature of the injury claimed.

See General Provisions Section 28, A

46. PENSION & HEALTH

Please contact the Pension and Health department at (818) 954-5400 for specific details. The Producer is required to make a **17.3%** Pension and Health contribution on gross compensation.

Non-Covered Earnings are those which do not require contributions to be made to the Pension & Health Plans.

For example:

1. Payments for various penalties and allowances such as meal penalties, late pays, payments for rest period violations, traveling expenses, lodging or living expenses, interest on delinquent payments, reimbursements for special hair dress or wardrobe damage, or for the use of personal automobile or other equipment are not included.
2. Some residual payments are not applicable for Pension and Health Plan eligibility purposes. For example:
Television Motion Pictures produced prior to June 1, 1960.
Television Commercials produced prior to November 16, 1960.
Theatrical Motion Pictures produced prior to January 31, 1966, and released to free television. (Theatrical Motion Pictures produced after that date and released to television after July 31, 1971 may be counted for eligibility).

For a schedule of the applicable contribution "ceilings", please contact the Plan Office.

47. WORKING OUTSIDE THE U.S.

When a Stunt Performer works outside the U.S. and is employed under a SAG-AFTRA Contract, all terms and conditions of the contract are in effect. For all other work outside of the U.S., please contact the Stunt & Safety Department for more information on Global Rule One.

GLOSSARY OF TERMS

AMPTP Safety Bulletins

These Safety Bulletins are safety guidelines which were researched, written and distributed by the Industry Wide Labor-Management Safety Committee. They are not binding laws or regulations. State, federal, and/or local regulations where applicable, override these guidelines. Modification in these guidelines should be made, as circumstances warrant, to ensure the safety of the cast and crew. For a complete list of the Safety Bulletins, please contact the Industry Wide Labor-Management Safety Committee at (818) 995-0900 or go to www.CSATF.org. Safety Bulletins are also available at www.sagaftra.org.

Contract Riders

An addendum to a Performer's contract that may alter his/her working conditions. Please send a copy of any rider received to the Stunt and Safety Representative at the Union.

Distant Location

One that cannot be reached within 24 hr. period of time by ordinary means of transportation (rarely used). Most locations can be reached within 24-hour period.

Loan Out

When a Stunt Performer is employed through his/her personal corporation, a Stunt Performer is said to be a Loan Out.

MSDS (Material Safety Data Sheets)

Information Sheets that accompany all manufactured chemical products.

NDB

Meal period that is not deducted from work time.

Nearby Location

A nearby location is one that can be reached from the Producer's studio within 24 hours of travel by ordinary means of transportation. If the producer instructs the Stunt Performer to fly to a location and the trip takes less than 24 hours by air, the same shall be deemed to be a nearby location.

Over the Money Break or Schedule Break

If a Stunt Performer receives more than \$6,250 Theatrical, and \$5,000 Television, per week, they are said to be over the schedule break and all provisions of Schedule H-III are applicable.

Examples:

Weekly Contract

Overtime:

Daily overtime will be paid for work in excess of 10 hours at double time. The maximum daily overtime amount will be figured at a maximum basis of \$6,000 for Theatrical Stunt Performers and \$4,650 for Television Stunt Performers. Overtime caused by travel will be figured at time and a half.

There is no weekly overtime.

Six Day Overnight Location

On an overnight location, there is no premium paid for the sixth day.

Daily Contract**Overtime:**

All overtime will be paid at time and a half for stunt performers earning double the daily rate or more. The maximum overtime amount will be calculated on the basis of two times the minimum day performer rate per day.

Please check with the Union for questions.

Overnight Location

An overnight location shall be any location where the stunt performer is lodged or offered lodging by the producers at or near the location for one or more nights, or any location which takes overnight to reach by ordinary means of transportation.

Rest Periods

May be referred to as “turnaround”, which is the period of rest between a Stunt Performer’s wrap time and call time. Violation of the Rest Period is referred to as a “Forced Call.”

Schedule Breaks

Sections of the contract that outline a Performer’s working conditions.

Studio Zone

Los Angeles: a thirty (30) mile radius from the intersection of La Cienega Blvd. and Beverly Blvd. (also includes Agua Dolce, Castaic including Lake Castaic, Leo Carrillo State Beach, Moorpark, Ontario Airport, Pomona including the Los Angeles County fairgrounds, and Piru)

New York: a thirty (30) mile radius from Columbus Circle.

San Francisco: a thirty (30) mile radius from the intersection of Market and Powell St.

Will Notify

A call time for the day that has not yet been established. The production company will notify the performer of his/her call.

FAQ's

What are the rates for Stunts?

Please see "Minimums" section in the Digest.

Do I receive treble damages if stunt footage is reused and I am not negotiated with prior to the reuse?

No, stunt footage can be reused without prior bargaining with the Stunt Performer; however, payment must be made within 60 business days of the use of such footage. If the performer is not paid within 60 days, he/she is owed an additional amount equal to the day performer minimum.

Is payment for such stunt clip reuse based on the amount I originally received for doing the stunt?

No, the contract requires that the payment be either the day player minimum, or in the case of reuse of commercials, the applicable session fee and residuals. For more specific information, please contact the Stunt & Safety department.

Do I receive compensation if my identifiable stunt is used into standard openings, closings, billboards? (Television Contract Only)

Yes, the identifiable stunt can be used for 3-13 episodes for the additional applicable compensation (generally, a week's salary). The Stunt Performer should also be added to the final cast list so residuals can be collected.

How should I be paid for working on multiple episodes simultaneously? (Television Contracts only)

A Stunt Performer employed on a weekly basis at the applicable minimum salary (Section 4.(e) of the Television Contracts) may agree to perform services in more than one episode during the week. This form of hiring may not be applied to employment in pictures of more than two (2) hours in length. The Stunt Performer does not have to agree to this form of hiring.

Are there pre-set stunt adjustments for certain types of stunts?

No, there are no prescribed stunt adjustment rates in the SAG-AFTRA contract. All stunt adjustments are negotiable.

Is my overtime based on the stunt adjustment?

Yes, overtime is based on the aggregate of both the original contract and the stunt adjustment. However, please note that applicable overtime ceilings and/or money break may apply.

Why am I not getting as much money as my colleague when I negotiated for more of a stunt adjustment because I'm doing a much more difficult/dangerous stunt?

There is the possibility that the Stunt Performer, through adjustments, could reach the ceiling on overtime for day performers. Also, there is the possibility that a weekly Stunt Performer, through adjustments, could become a Schedule C performer and therefore, be subject to Schedule C terms and conditions.

Is location allowance based on the weekly amount plus stunt adjustments?

If a Stunt Performer works under Schedule B, four (4) additional hours are added to the weekly salary including the stunt adjustment. If the adjustment puts the Stunt Performer under Schedule C, then the extra four (4) hours are not added.

Are premiums for work on the 6th and 7th day based on my stunt adjustments?

Yes, premiums for the 6th and 7th days worked are based on the aggregate rate.

How are rest periods paid?

Generally, daily Stunt Performers are entitled to a twelve (12) hour rest period subject to the terms and conditions of Schedule A. Weekly Stunt Performers are entitled to a twelve (12) hour rest period subject to terms and conditions of Schedule B. Stunt Coordinators are entitled to a nine (9) hour rest period. For further detailed information, please contact the Stunt & Safety Department.

Does consecutive employment apply to me?

Consecutive employment does not apply to Stunt Performers unless they play a role or are given dialogue.

Is a stunt coordinator required on the set?

When stunts are required, a person qualified in planning, setting up and/or performing the stunt must be present on the set.

Are residuals paid for rehearsals?

Yes, if a rehearsal is part of the guaranteed employment.

When are residuals paid?

Please refer to the Contracts Summary for Theatrical Motion Picture and Television.

What is a contract rider?

An addendum to a Performer's contract that may alter his/her working conditions.

SAG-AFTRA LOCALS

Los Angeles

5757 Wilshire Blvd, 7th floor
Los Angeles, CA 90036-3600
Main Switchboard (323) 954-1600
Fax (323) 549-6603
For Deaf Performers Only –
TTY/TTD (323) 549-6648

Arizona-Utah

Contact the Los Angeles Local

Atlanta

433 E. Paces Ferry Road NE, Suite 334
Atlanta, Georgia 30305
Tel. (404) 2390131
Fax ((404) 239-0137
Atlanta Executive Director: *Melissa Goodman*

Chicago

(Covers Indiana, Illinois, Iowa and Wisconsin)
1 East Erie, Suite #650
Chicago, IL 60611
Tel. (312) 573-8081
Fax (312) 573-0318 (local)
Chicago Executive Director: *Eric Chaudron*

Colorado

Contact the Los Angeles Local

Dallas-Ft. Worth

(Covers North Texas, Arkansas and Oklahoma)
15110 Dallas Parkway, Suite 440
Dallas, TX 75248
Tel. (214) 363-8300
Fax (214) 363-5386
Dallas-Ft. Worth Executive Director: *Trish Avery*

Hawaii

949 Kapiolani Blvd., #105
Honolulu, Hawaii 96814
Tel. (808) 596-0388
Fax (808) 593-2636 (local)
Hawaii Local Executive Director: *Brenda Ching*

Miami (Covers Florida, Alabama and Puerto Rico)

3740 N.W. 82nd Avenue, Suite 780
Doral, FL 33122-1024
Tel. (305) 663-7089
Fax (305) 670- 1813 (local)
Miami Local Executive Director: *Herta Suarez*

Missouri Valley

911 Washington Avenue, Suite 207
St. Louis, MO 63101
Tel (314) 231-8410
Fax (314) 231-8412

Missouri Valley Local Executive Director: *Maureen O'Brien*

Michigan

Contact the Chicago Local

Houston-Austin

Covers South Texas
Contact Dallas-Ft. Worth local

Nashville

1108 17th Avenue S
Nashville, TN 37212
Nashville Local Executive Director: *Richard Van Syckle*

Nevada

Contact the Los Angeles Local

New England

(Covers Eastern Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont)
20 Park Plaza Ste. 822
Boston, MA 02116
Tel. (617) 262-8001
Fax (617) 262-3006 (local)
Boston Executive Director: *Susan Gorvine-Nelson*

New Mexico

Contact the Los Angeles Local

New Orleans

Covers Louisiana and Mississippi
Contact the Miami Local

New York

(Covers New York, Northern New Jersey and Western Connecticut)
1900 Broadway, 5th Floor
New York, New York 10023
Tel. (212) 944-1030
Fax (212) 944-6774
For Deaf Performers Only –
TTY/TTD (212) 944-6715
New York Executive Director : *Jeff Bennett*

Ohio-Pittsburg

625 Stanwix Street, Suite 2007
Pittsburg, PA 15222
Tel (412) 281-6767
Fax (412) 281-2444
Ohio-Pittsburg Local Executive Director: *Brian Lysell*

Philadelphia

(Covers Western Pennsylvania, Southern New Jersey and Delaware)
230 South Broad Street, Suite 500

Philadelphia, PA 19102-1229
Tel (215) 732-0507 Ext 6355
Fax (215) 732-0086
Philadelphia Local Executive Director: *Stephen Leshinski*

Portland

Contact the Seattle Local

San Diego

Contact the Los Angeles Local

San Francisco

350 Sansome Street, Suite 900
San Francisco, CA 94104
Tel. (415) 391-7510
Fax (415) 391-1108 (local)

Seattle

(Covers Alaska, Idaho, Montana and the State of Washington)
123 Boylston Avenue East, Suite A
Seattle, WA 98102
Tel. (206) 282-2506
Fax (206) 282-7073
Seattle Executive Director: *Shellea Allen*

Twin Cities

Covers Minnesota, North Dakota and South Dakota
Contact the Chicago Local

Washington-Mid Atlantic

(Covers Washington, D.C., Maryland, North Carolina, Virginia and West Virginia)
7735 Old Georgetown Road, Ste. 950
Bethesda, MD 20814
Tel. (301) 657-2560
Fax (301) 656-3615
Washington-Mid-Atlantic Local Executive Director:
Patricia O'Donnell