



SAG·AFTRA®

BACKGROUND ACTORS CONTRACTS DIGEST

OCTOBER 2024

**A Handbook for Performers
Working as Background Actors**

This is a digest of rates and working conditions applicable to background actors in theatrical motion pictures, television motion pictures, commercials, corporate/ educational programs and music videos.

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 staff, as this is only a summary.

The information herein is provided as a guide for easy reference and should not be construed as contract language. In the event of any error, omission or conflict, the applicable SAG-AFTRA agreement shall govern.

SAG-AFTRA
LOS ANGELES OFFICE
5757 WILSHIRE BLVD., 7TH FLOOR
LOS ANGELES, CA 90036-3600
Switchboard: (323) 954-1600
Toll Free: (855) SAG-AFTRA / (855) 724-2387

NEW YORK OFFICE
1900 BROADWAY, 5TH FLOOR
NEW YORK, NY 10023-7028
Office: (212) 944-1030

On-Set Emergency?
Call Our Safety Hotline: (844) SAFER SET / (844) 723-3773
24-Hour Toll-Free

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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I. PRODUCERS–SAG-AFTRA CODIFIED BASIC AGREEMENT OF 2023 AND THE 2023 SAG-AFTRA TELEVISION AGREEMENT (TV/TH AGREEMENT)

Schedule X, Part I

Background actors employed in the Los Angeles, Sacramento, San Diego, San Francisco, Hawaii and Las Vegas zones in theatrical motion pictures and television.

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 - Person 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 not actually photographed. Stand-ins may also be used as general background.

Photo Double - Background actor who is photographed to substitute for another actor. A general background actor who is required to do photographic doubling shall receive the stand-in 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

See Reference Guide page 38.

4. PAYMENTS IN ADDITION TO BASIC DAILY RATE

(A) 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.

(B) 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 (i.e., water-based smoke, herbal cigarette smoke and interior/exterior 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.

(C) Body Makeup, Skullcap, Hair Goods, Haircuts

A background actor who is directed to and does have body makeup or oil applied to more than fifty percent (50%) of their 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 their own natural full-grown beard as a condition of employment, shall be entitled to additional compensation of \$19 per day added to the basic daily rate. When a background actor is required to and does furnish their own hairpiece, they shall be paid additional compensation of \$19 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.

(D) Rehearsals

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

(E) 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 30 minutes. If fitted, he/she/they is/are guaranteed at least one day of work on that production.

In addition, background actors required to bring the following to a costume fitting shall receive the indicated additional payment:

Requested wardrobe.....half the applicable allowance rate

Requested pet, auto, prop.....half the applicable allowance rate

(F) 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 \$27 a day for maintenance. Maintenance allowance for a police uniform is \$36 per day. Producer may require a background actor to report in specified wardrobe without extra payment. Background actors should not be asked to report or be dismissed in dress, period, unique or extraordinary wardrobe. If producer requires or requests a background actor to bring additional complete changes of wardrobe, the background actor shall receive \$9 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.

(G) 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. See page 72 for claim form for damage or loss property/wardrobe.

The claim form can also be found on https://www.sagaftra.org/files/sa_documents/TV_Theatrical_Streaming%20Claim%20Form%20for%20Loss%20or%20Property%20Damage.pdf

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

(H) Stand-In as a Rehearsal Actor

A stand-in employed on half hour multi-camera show who either rehearses and/or performs (whether on or off book) in the role of a cast member during a run-through (e.g., a Producer run-through or network run-through), receives an additional \$150 adjustment in addition to their initial wage. This includes when the stand-in is asked to rehearse in the role of a cast member and is not limited to run-throughs. The \$150 adjustment is added to the stand-in's base salary wage for the purpose of calculating overtime and is pensionable.

(I) Photographic Doubling

Background actors/stand-ins required to do photo doubling along with memorizing and delivering scripted dialogue on camera receive an additional \$150 adjustment to their initial wage.

5. INTERVIEW FEES

Background actors reporting for interviews shall receive an allowance for the first two hours of the interview in the amount of one-quarter check. For time in excess of two hours, background actors shall be paid in units of 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.....one-half the applicable allowance rate
- Requested pet, auto, prop.....one-half the applicable allowance rate

6. PERSONAL PROPS

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

(A) Pets, Personal Accessories – Allowances Per Day:

- Pets.....\$23
- Golf Clubs (set with bag).....\$12
- Tennis Racquet\$5.50
- (no additional pay if paid for tennis outfit)
- Luggage (per piece).....\$5.50
- Camera.....\$5.50
- Skis and Poles.....\$12

(B) For props not listed above, the background actor may negotiate a fee at time of booking.

(C) Autos, Etc. – Allowances Per Day:

- Auto\$37.50
- Trailer\$19

Bicycle.....	\$12
Moped.....	\$15
Motorcycle.....	\$37.50
Police Motorcycle.....	\$50
Skates/Skateboard.....	\$5.00

Mileage is also due for all miles traveled by the background actor upon the producer's instructions.

7. SIXTEEN-HOUR RULE VIOLATION

The penalty for violation of the 16-hour rule (aka "golden time") is one day of pay for each hour (or fraction thereof). Meal periods, 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 one-half 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 six hours from the time of call. All subsequent meal periods shall be called not later than six hours after the end of the preceding meal period.

A 12-minute grace period is allowed to delay the six-hour meal period violation, or a grace period is permitted if the director and the crew are in the middle of a take.

Whenever the producer supplies meals or other food or beverages to the cast or crew, the same shall be furnished to all background actors. However, the producer can give the cast, the crew and the background actors a "walkaway lunch," meaning a meal break where lunch will be at their own expense, generally at the commissary.

ND meals (non-deductible meals) also known as NDB (non-deductible breakfast) may only be called within the first two hours of the background actor's call time. They 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 for the purpose of aligning the background actor's meal times with the crew meal times. It should be clearly announced to all background actors wherever they are on set that a NDB is given. Signage should be posted in areas where background actors frequent.

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

As background actors start proceeding through the line they must be given the amount of

time deducted as actual time with their food. Production staff should keep track of the meal line to ensure there is enough food available for the last person who needs to get food and sit down to eat.

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 half-hour of delay or fraction thereof.....\$7.50
- Second half-hour of delay or fraction thereof\$10
- Each additional half-hour of delay or fraction thereof.....\$12.50

9. OVERTIME

The regular workday is eight consecutive hours (excluding meal periods). The ninth and tenth hours are payable at time and one-half in 1/10 hour (6-minute) units. Work beyond the 10th hour is payable at double-time in tenths of an hour (6-minute) units.

10. SIXTH AND SEVENTH DAY, AND HOLIDAYS WORKED

All work performed on a sixth consecutive day for the same employer shall be paid at the rate of time and one-half the background actor's daily rate (except on an overnight location sixth consecutive day is paid at straight time.)

All work performed on a seventh 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 seventh consecutive day is paid at time and one-half.)

(A) Holidays:

New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, 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.

(B) Provisions for Holidays Not Worked:

Studio employment: Allowance of one day's pay at straight time if the background actor is employed by producer the day before and after any of the above named holidays.

(C) 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.

11. NUDITY

Background actors must be notified 48 hours in advance of any nudity or sex acts expected in the role. As much information as possible regarding what will be required of the background actor in the nude and/or sex scene e.g., what the background actor will be wearing, which body part(s) will be visible, what action(s) the background actor will be required to perform, whether and how the background actor will be required to interact with other individual(s) must be given. This information should be communicated to the background actor prior to booking, so that they has an understanding of what the engagement requires and can decide whether or not to accept the engagement. If not notified, the background actor may refuse such work and shall receive their full day of pay without prejudice. The producer can require the background actor to do other background actor work, instead of the nudity assignment. Set must be closed and no still photography shall be permitted without background actor's prior written consent. Coverings must be given to a background actor who is nude or who is only wearing modesty garments when the background actor is on set and not engaged in rehearsing or shooting the scene, or when there is a pause in rehearsing or shooting.

12. 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 they shall revert to the rate at which they was originally hired, the background actor must be notified of such intention at the time of the call-back.

13. AVAILABILITY AND BOOKINGS

Asking for availability does not obligate either the background actor or the producer. Availability Checks or "First Avails" 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. Note: The term "on hold" does not apply to Background Actors.

14. CALL-BACKS

If the background actor is established in the film so that he/she cannot be replaced, and if the producer requires their services on the following workday and notifies the background actor of this by giving them a definite call-back, the background actor shall report for the following workday.

15. 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 p.m. of the workday previous to the work date, the background actor will not be entitled to the half-check. No pay if cancelled before 11 p.m. for San Francisco and Hawaii of the workday previous to the work date.

16. 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 four hours of work for rehearsal, etc. If background actor is held for more than four 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.

17. PAYMENT REQUIREMENTS

The background actor will be paid by check to be postmarked by the Thursday following the week of employment.

Late payment damages will be assessed at \$3 per day (excluding Saturdays, Sundays and holidays) not to exceed 25 days or \$75.

18. TRAVEL/TRANSPORTATION/STUDIO ZONE

The **Los Angeles Studio Zone** is the area within a circle 30 miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard. The following places will also be considered as within the studio zone: The Metro-Goldwyn-Mayer Inc. Conejo Ranch property, Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Moorpark, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds).

Producer shall grant reasonable requests for hotel accommodations from background actors reporting to a location in Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Moorpark, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds).

The **San Francisco Background Actor Zone** referred to by Schedule X-Part I shall be an area within a circle 25 air miles in radius from Market and Powell Streets, San Francisco, California.

The **Hawaii Background Actor Zone** referred to by Schedule X-Part I shall be an area consisting of the State of Hawaii.

The **Las Vegas Background Actor Zone** referred to by Schedule X-Part I shall be an area within a circle 15 air miles in radius from the Clark County Courthouse.

The **San Diego Background Actor Zone** referred to by Schedule X-Part I shall be an area

consisting of the City of San Diego, California, and extending to the city limits of that city.

The **Sacramento Background Actor Zone** referred to by Schedule X-Part I shall encompass an area within a circle 25 air miles in radius from an agreed-upon point in Sacramento, California.

Background actors may be required to report anywhere within the studio zone. When reporting somewhere other than a studio, mileage shall be paid at 30 cents per mile, round trip, from the producer's studio. Background actors must be dismissed at the place of reporting. No mileage is due to background actors required to report to work or to a pick-up point that is within a 10-mile radius of a point designated by producer. The point designated by producer must be within the 30-mile studio zone and may be changed at the beginning of each season. Producer must give SAG-AFTRA prior notice of the point designated.

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, if six or more performers and/or background actors travel together in the same class on the same flight, and if a substantial number of the company is being transported. 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 30 days after the flight.

19. 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.

20. 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.

21. HIRING

- a. No background actor shall be hired due to personal favoritism.
- b. 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.
- c. 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.
- d. 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.

22. 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 performers are required to wear out-of-season wardrobe.

23. 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.

24. MINORS

Minors working as background actors are 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.

25. 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.

END OF TV/TH AGREEMENT Schedule X, Part I

Schedule X, Part II

For television and theatrical motion pictures based in New York, the terms and conditions of Schedule X-Part II shall apply to the employment of background actors in an area within a radius of 300 air miles from the center of Columbus Circle in the City of New York.

1. SCOPE

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

Features	85
Television	25

2. NIGHT PREMIUM

For all work performed between the hours of 8 p.m. and 1 a.m., the background actor shall receive 10% additional over and above any payment they are otherwise entitled to for such hours.

For all work performed between the hours of 1 a.m. and 6 a.m., the background actor shall receive 20% additional over and above any payment they are otherwise entitled to for such hours.

3. 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 per day (excluding Saturdays, Sundays and holidays).

4. TRAVEL/TRANSPORTATION/STUDIO ZONE

The New York Studio Zone shall mean the territory within a radius of eight 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 pickup spot in Manhattan between South Ferry and 125th Street.

When required to report at any Studio Zone location, a background actor shall furnish their 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, The 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, non-stop flights of fewer than 1,000 airline miles between the United States and Vancouver or between the United States and Toronto, if six or more performers and/or background actors travel together in the same class on the same flight, and if a substantial number of the company is being transported. 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 30 days after the flight.

5. 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 pickup 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.

END OF TV/TH AGREEMENT Schedule X, Part II

FREQUENTLY ASKED QUESTIONS – Schedule X, Part I & II

BOOKINGS, CANCELLATIONS AND CALL-BACKS

What obligation do I have to a casting director who asks for my availability or to give them first avail for certain days?

An availability inquiry or first avail is not a booking. You should advise the casting director if you are available on the dates specified. However, if you are not definitely booked, you have no obligation to keep those days available if you get another offer of employment or to call casting prior to accepting an offer. However, background actors should place a courtesy call to the casting director to inform them that they no longer have availability. In order to be clear about whether you are booked and if the company is obligated to pay you in the event of a cancellation, you should ask the question “Is this a booking?”

What time do they have to notify me that I am being called back for a second day of work before I am free to book another job for the next day?

If you are not given a definite call-back to return the following day by 5 p.m., you are free to seek and accept other employment. When you are given a call-back on set, the producer may cancel such call-back, with no payment due, prior to 4:30 p.m.

WARDROBE

If I am asked to bring more than one wardrobe selection, should I be paid for it even if I don't wear it?

Yes, you are entitled to an allowance of \$9 per day for the first complete change, and \$6.25 per day for each additional change, whether utilized or not.

Can I be required to volunteer choices of wardrobe?

You should ask your casting agency to be specific about the number of changes requested by the producer. You should not be asked to “volunteer” choices. If you are being asked to “volunteer” wardrobe, please call SAG-AFTRA.

If I do volunteer choices do I get paid for them?

No, you are only entitled to payment for wardrobe that was requested by the producer.

Can I be required to change wardrobe in a restroom?

When you are required to change clothes, a place of reasonable comfort and privacy must be provided. SAG-AFTRA does not consider a restroom to be an acceptable place to change.

MEAL PERIODS

Can an NDB (non-deductible breakfast) be counted if I am not notified at the time of the NDB?

No. One of the requirements of a non-deductible meal is that the background actor be freed of all activity. You are obviously not freed of all activity if you have not been notified as such. A general announcement qualifies as notification. The other requirements of an NDB are that it must be 15 minutes in duration, within two hours of your call time and given for the purpose of synchronizing your meal time with the crew meal time.

Do they have to provide tables and chairs during an NDB?

When meals are served to background actors, tables and seats shall be made available for them.

Doesn't the crew always get to eat before background actors?

The contract allows crew members to eat before background actors if the meal period for the crew is shorter than the meal period for the background actor.

When does the clock stop for a meal?

No time can be deducted from work time for any meal provided by the producer until you are given the opportunity to get in line "for the actual feeding of background actors."

(Note: If you are being held in a separate line while the crew goes through the food line, then you are still on the clock for purposes of determining work time and meal period violations.)

If I work on a film and the meal is not catered, do I get a meal allowance?

You are entitled to whatever the principal cast and crew get. If they get a meal allowance, you are entitled to the same. Never assume that a meal will be provided.

As a SAG-AFTRA-covered background actor, am I entitled to the same craft services as the crew?

Whenever the producer supplies meals or other food or beverages to the cast or crew, the same shall be furnished to all background actors. There is no obligation to allow you to get on the craft services truck.

WORKING CONDITIONS

What do I do when the holding area is too cold or too hot or if there is nowhere to sit?

Call SAG-AFTRA. During office hours, please call the closest SAG-AFTRA office. After hours or on weekends, you may call the emergency hotline at (844) SAFER SET (723-3773). Please call the emergency line only in the case of real emergencies.

What are my contractual rights when offered work of a hazardous nature?

The producer must advise the background actor in advance regarding any hazardous or dangerous work to be performed, and the background actor has the right to refuse the work and receive a one-half check or compensation for actual time worked, whichever is greater, if they are not so notified. However, if you refuse the hazardous work, the producer may keep you on the set to do other general extra work.

If you are asked to perform hazardous work and have been hired on a minimum check, you have the right to negotiate with the producer for additional compensation before you perform the action.

Does the producer have to provide safekeeping for property?

Producer is obligated to make "adequate provisions" for proper safekeeping of clothing. If a locker is not provided, a responsible party shall be put in charge of any clothing or property belonging to background actors. (Note: We strongly advise that you do not bring valuables with you to set.)

When on a car call, do I have to allow others to move my car, such as the transportation crew or other actors?

No. An automobile, motorcycle or moped is to be driven only by the background actor supplying it.

What if they ask me to leave my keys?

You are not required to give up your keys.

What if my car is damaged during production?

A “damage to property” claim must be filed with the production before leaving set that day. Producer should have a claim form available on set. See page 72 for claim form for damage or loss property/wardrobe. It is always a good idea to check your car for damage before leaving.

UPGRADES

If I volunteer a line as a background actor, doesn't that entitle me to an upgrade to day performer?

No, this is referred to as injected dialogue. If you think a scene would be further enhanced by dialogue, you can ask if that's what the director wants. Let them make that determination. Otherwise, a volunteered line cannot be considered as a basis for an upgrade. If you simply add the dialogue yourself without approval, the union will not pursue a claim on your behalf, even if your line remains in the final version of the film.

How should I be paid when I am upgraded from a background actor to a principal performer on set?

You will receive your full day of pay as a background actor, and your full day of pay as a principal performer. The producer will deduct from your pay as a principal the portion of the sum payable as a background actor that represents the part of the day from the time you were signed off as a background actor.

FILING CLAIMS

Are there any time limits within which a claim must be filed?

Yes. A claim other than an upgrade must be filed with the producer within 30 days of the date of knowledge of the violation, which is, in general, the date of employment or the date you received or should have received your paycheck. This provision means that SAG-AFTRA has 30 days from the date of knowledge of the violation in which to process your claim, investigate the facts and send it to the producer, NOT that you have 30 days in which to send your claim to SAG-AFTRA. Please notify the union as soon as you realize there has been a violation so that SAG-AFTRA will have sufficient time to file your claim within the 30-day filing limit.

For upgrades, SAG-AFTRA has 90 days from the date of knowledge that you may be eligible for an upgrade in which to send your claim to the producer. If you have been directed to speak, please notify the union as soon as possible. Your upgrade does not depend on whether the line was used in the final cut. It is about were you directed to speak and did so on on-camera. If you wait until the film comes out in theaters or on television, the filing deadline will have passed and the union will be unable to act on your behalf.

To file a claim inquiry, go to:

<https://sagaftra.jotform.com/team/sag-aftra/background-claim-inquiry-form>

What do I do if my wardrobe or property is damaged or lost?

Claims for damage to or loss of such wardrobe or property must be filed before the background actor leaves the set on the day on which the loss/damage occurred. To report lost items or property damage, seek out a assistant director or producer. It must be given to you. If you experience any problems with obtaining it, or are not given a copy for your records, call the Union. See page 72 for claim form for damage or loss property/wardrobe.

WORKING UNION

As a union member, is it okay to work on a non-union job as long as it is a SAG-AFTRA production (above the numbers)?

Rule 18 of the SAG-AFTRA Constitution and By-Laws provides that “no member shall perform services as a background or extra performer for any production without coverage of the applicable union agreement in the specific zones, as to minimum pay, benefits and working conditions.” You would be in violation of your constitution by accepting non-covered work.

How do we check the signatory status of a job?

Visit <https://www.sagaftra.org/contracts-industry-resources/signatory-search> or call SAG-AFTRA.

ARTIFICIAL INTELLIGENCE (A.I.)

What happens if we don't give consent to the creation of a digital replica? Can the producer refuse to hire me?

The short answer is yes. Producers have always been able to refuse to hire any person for any reason (except for those covered under applicable law).

What is a “Digital Replica?”

A Background Actor Digital Replica is a replica of your voice and/or likeness that the background actor is asked to participate in the creation of, such as being scanned in connection with your employment on a motion picture (i.e., a movie, a TV or streaming show, etc.).

Can the producer demand that a background actor submit to a digital scan upon arrival on set?

No, the background actor must be given 48 hours advance notice prior to their call time (unless you are booked less than 48 hours then it is at the time of hire).

If I agree to digital scanning, can the producer use my digital double forever without my permission?

You have the right to informed consent to decide whether a digital replica of you is used or altered in new photography or soundtrack that you didn't perform. You also have the right to information about the specific use or alteration prior to giving consent. Consent can only be obtained for specific projects. The producer cannot obtain blanket consent to use your digital replica for future projects.

What does informed consent mean?

There are specific rules for informed consent:

1. You must be provided a “reasonably specific description of the intended use” so you can decide whether the use is something you are comfortable with.
2. It must be clear and conspicuous, and you must be able to separately sign or initial it, as it is not part of the background actor’s voucher.
3. If you die after granting informed consent, the consent doesn’t automatically end.
4. If you are deceased, the producer still has to get informed consent from your estate (or whoever controls the right to your likeness).

What if my digital double is changed to look like I am speaking when I did not during filming?

If your lip or facial movements are altered to make it look like you are speaking, and dialogue is added, you will be upgraded to a day performer contract.

Do I receive payment if the producer uses my digital double?

Compensation for use of your digital replica depends on where it is used.

When it is used in the same motion picture for which it was created, your principal photography compensation for the creation of the digital replica also covers its use. Your digital replica should be used for scenes filmed on the day the background actor is employed. If your digital replica is used on a day you were not employed for, including continuation of a previous shot scene or an entirely new scene, the background actor is entitled to payment for the use of their digital double. The background actor must give consent for the use of their digital replica in any new photography or soundtrack. However, when the background actor's digital replica is used in a different picture than the one it was created for, you have the right to bargain and be paid no less than the applicable background actor's minimum unless the replica is used in a field or medium covered by a different SAG-AFTRA agreement.

Can the producer ask a background actor for consent to use their digital double for a future project at the time of booking?

No, informed consent for use in subsequent projects must be obtained prior to use, but not at the time of original employment.

Can the producer dismiss me for the day and continue working with my digital double?

No, the producer cannot use your digital replica to circumvent engaging you. This means that your digital replica cannot be used to replace you for work you would have otherwise been hired for, including overtime.

END OF FREQUENTLY ASKED QUESTIONS – TV/TH AGREEMENT SCHEDULE X, PART I @ II

II. THE 2024 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:

- 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.

2. SCOPE

The Network Code 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. NETCODE DEFINITIONS

Performers Who Speak Five 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	7/1/2023	7/1/2024	Included hrs/days	Overtime Rate/hr I	Overtime Rate/hr II
Up to 30 min.	\$137	\$152	8	\$19	\$24
over 30 to 45 min.	\$157	\$174	9	\$19	\$24
over 45 to 60 min.	\$163	\$181	9	\$19	\$24
over 60 to 90 min.	\$195	\$216	9	\$19	\$24

Additional Day Fees

Program Length	7/1/2024
Less than one hour	\$82
One hour or longer	\$109

Stand-Ins	7/1/2022	7/1/2024
Per hour	\$31	\$34

Work Day and Overtime: For each hour above the included hours outlined, you are paid the NETCODE rate provided in the column “Overtime I” for the first two 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 sixth or seventh day: If you have worked five days in a given work week and are required to work a sixth or seventh day in that week, you are to be paid for all hours you work on the sixth or seventh 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.

NETCODE

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	7/1/23	7/1/24	Included hrs/days and OT
General Background Actor	\$136	\$151	8-hour day; overtime at 1.5 times the hourly rate.
Special Ability Background Actor	\$146	\$162	

Stand-Ins	7/1/23	7/1/24	Included hrs/days and OT
Per Day	\$204	\$210	8-hour day; overtime at 1.5 times the hourly rate

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

C. NON-DRAMATIC PROGRAMS

1. Base Rates

Program Length	7/1/23	7/1/24	Included Rehearsal Hours	Included Days	Regular Days	Minimum Daily Call Hours
5 min. or less	\$48	\$53	1.5	1.5	1	1.5
Over 5 to 15 min.	\$95	\$105	2	2	1	2
Over 15 to 30 min.	\$144	\$160	7.5	7.5	1	4
Over 30 to 45 min.	\$165	\$183	8	8	2	4
Over 45 to 60 min.	\$182	\$202	8	8	2	4
Over 60 to 90 min.	\$224	\$249	10	10	2	4
Over 90 to 120 min.	\$263	\$292	13	13	2	4

Other than Variety Regardless of the Length	7/1/23	7/1/24	Included hrs/days and OT
General Background Actor	\$136	\$151	8-hour day; overtime at 1.5 times the hourly rate
Special Ability Background Actor	\$146	\$162	

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

- Award programs (e.g., Academy Awards) in excess of 1 hour: 7-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: 4-hour minimum call.
- All other non-dramatic programs: 3-hour minimum call.

b. Extra Rehearsal and Overtime Rehearsal: Where the program fee structure is used, you are paid the “Extra Rehearsal” rate of \$17 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 per hour. Additional rehearsal days are those days that are beyond the consecutive period of “regular rehearsal days” associated with the length of the program.

Any hour you work beyond seven in a day (or nine 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 six 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 15 minutes in duration within two 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 makeup, 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 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 half-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 missed meal period penalty shall be incurred.

3. PAYMENTS IN ADDITION TO BASIC RATES

a. Wardrobe, Hairdress and Makeup: You must be credited with one 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 that may reasonably be expected to be included in your regular wardrobe are not considered special wardrobe. For women, "regular wardrobe" includes one evening gown. If you agree to furnish special wardrobe (not including wardrobe that you normally furnish as part of your professional performance), you are paid a fee of \$12. If you supply a 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 the 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. Background Actors/Stand-Ins who are required to work in artificially generated rain or smoke (excluding smoke from herbal cigarettes) must be paid an additional \$14 to the basic daily rate. The additional compensation will not be owed if wearing swimming or surfing gear required for the scene or appropriate snow apparel. If the producer fails to advise you, you may refuse to perform in smoke or hazardous substances 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 one program fee or guarantee for any one 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 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. Background actors must be notified in advance of any nudity or sex acts expected in the role. You cannot be required to appear nude, except with your consent. If a background actor is not notified of nudity and/or simulated sex acts in advance, the background actor has the right to refuse to do such work and shall nevertheless be entitled to a full day's pay. The producer may require the background actor to do other background actor work instead if such work exists.

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 canceled (except for in the case of 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 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 15 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.

12. CONTRIBUTIONS

Contributions are remitted to the AFTRA Retirement Plan.

END OF THE NETWORK CODE

III. PRIMETIME DRAMATIC PROGRAMS PRODUCED FOR THE CW

Term: July 1, 2017, through June 30, 2020

Rates, Terms and Conditions: Schedule X, Part I rates and conditions will apply to the employment of background actors in Schedule X, Part I zones; Schedule X, Part II rates and conditions will apply to the employment of background actors in Schedule X, Part II zones.

IV. PRODCO AGREEMENT

The agreement covers programming produced by Prodcos Inc. and intended for exhibition on Freeform (formerly ABC Family Channel.)

Term: July 1, 2015, through June 30, 2018

All terms and conditions of Schedule X, Part I or Part II apply except all overtime for such background performers and stand-ins will be paid at one and one-half times the rate of pay.

V. BIG SHOWS, INC. AGREEMENT

The agreement covers award show specials and other special event programs produced by Viacom Media Networks and intended for exhibition on Viacom Media Networks (i.e., domestic BET, CMT, Comedy Central, Logo, MTV, Nickelodeon, Paramount Network, TV Land and VH1.)

Term: September 12, 2018 through June 30, 2021

Rates: SAG-AFTRA Network Television Code "other than serial and variety" rate.

VI. THE 2019 MUSIC VIDEO AGREEMENT

The agreement covers the production of music videos.

Term: May 1, 2019, through April 30, 2022

Scope: The Music Video agreement covers royalty artists signed to a signatory label. The first 10 background actors on videos with production budgets above \$50,000.

Rate, Terms and Conditions:

1. Rate: No less than 10% above the applicable government minimum wage in the jurisdiction where the work is performed.
2. Payment requirements: 30 days.
3. Work day: 10 consecutive hours, not inclusive of a half-hour meal period.
4. OT: Overtime is time and one half (x1.5) for hours eleven to twelve and double time (x2) thereafter.
5. Rest between days: 12 hours (excluding penalty)
6. Meal periods: Six hours following the time of the background actor's first call for the day; succeeding meal periods for this same background actor shall commence within six hours after the end of the preceding meal period. Meal periods shall not be less than 30 minutes in length (excluding penalty). Background actors shall receive the same type of meal as that served to other members of the cast and crew.

VII. Background Actors and Stand-Ins Under Netflix Agreement

Term: The 2022 Netflix Agreement will continue through June 30, 2026.

Coverage: Background coverage zone in Albuquerque, New Mexico, covering all stand-ins and the first 10 background actors.

Albuquerque background actor zone is a 30-mile radius around Albuquerque City Hall.

The terms and conditions applicable within this zone are Schedule X, Part I, except that:

The first 10 background actors, including swimmers, skaters and dancers, but excluding stand-ins, are covered.

REFERENCE GUIDE

2023 SAG-AFTRA SCHEDULE X, Part I (TV/TH Agreement) Background Actors Employed in Los Angeles, Sacramento, San Diego, San Francisco, Hawaii and Las Vegas Zones

2023 SAG-AFTRA SCHEDULE X, Part II (TV/TH Agreement) Background Actors Employed in New York Zones

Rates	Category	11%	4%	3.5%*
		11/9/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26
	General Background Actor	\$208	\$216	\$224
	Special Ability	\$218	\$226	\$234
	Stand-In / Photo Double	\$243	\$253	\$262
	Photographic Doubling Adjustment	\$150	\$150	\$150
	Stand-in as Rehearsal Actor Adjustment	\$150	\$150	\$150
Schedule X, Part I	Choreographed Swimmers and Skaters	\$481	\$500	\$518
Schedule X, Part II	Choreographed Swimmers and Skaters	\$538	\$560	\$580
Cap	Theatrical Motion Picture: 85 • All stand-ins are excluded from the count. Television: 25 • All stand-ins are excluded from the count.			
SAG-AFTRA Health Plan	20.5%			
Rehearsals	Rehearsal time is work time, whether on a day prior to filming or on the same day			

Interview Fees	<ul style="list-style-type: none"> • First 2 hours of the interview: ¼ check. • For time in excess of 2 hours, paid in units of 2 hours. • Requested wardrobe: ½ the applicable allowance rate. • Requested pet, auto, prop: ½ the applicable allowance rate.
Costume Fittings	If fitted on a day prior to work call, payment is ¼ of the daily rate for work call for up to 2 hours; additional time is payable at the hourly rate in units of 30 minutes. If fitted and not used, they are guaranteed at least one day of pay.
OT (Overtime)	<ul style="list-style-type: none"> • Regular workday is 8 consecutive hours (excluding meal periods). • Ninth and 10th hours: payable at 1½ in units of 1/10th hour (6-minute) units. • Work beyond the 10th hour: payable at 2x in tenths of an hour (6-minute) units.
16-Hour Rule	Additional 1 day of pay for each hour, or portion thereof, if employed in an excess of 16 hours (including meal periods, travel time and time required to return wardrobe or property).
Sixth and 7th Day, and Holidays Worked	<ul style="list-style-type: none"> • All work performed on a 6th consecutive day for the same employer shall be paid at the rate of 1½ times the background actor's daily rate (except on an overnight location). • 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). • Work on Holidays: Double daily rate. • Studio employment: Allowance of 1 day's pay at straight time if employed before and the day after any holidays.
Holidays	New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day (must work day before and day after)
Meal Periods	<p>Meal period must be at least a 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.</p> <ul style="list-style-type: none"> • First ½ hour of delay - \$7.50 • Second ½ hour - \$10 • Each successive ½ hour - \$12.50

<p>Non-Deductible Meal</p>	<ul style="list-style-type: none"> • Producer may furnish to a background actor a non-deductible meal appropriate to the time of day of 15 minutes in duration within 2 hours of the background actor’s call time, during which the background actor will be freed of all activity, provided that such non-deductible meal is given for the purpose of synchronizing the background actors’ meal time with the crew meal time. • If the background actor is given a non-deductible meal, a notation indicating the start and finish time of that meal shall be made on the production report. • The first deductible meal period shall commence within 6 hours of the end of such non-deductible meal. 	
<p>Hazardous Work</p>	<p>Additional compensation in an amount to be agreed upon between the background actor and the producer, before the performance of such work.</p>	
<p>Wet, Snow and Smoke Work</p>	<p>\$14 per day added to the basic daily rate.</p>	
<p>Body Makeup, Skullcap, Hair Goods, Haircuts</p>	<ul style="list-style-type: none"> • Body makeup or oil applied to more than 50% of the body: \$19 per day added to the basic daily rate. • Hair goods affixed with spirit gum: \$19 per day added to the basic daily rate. • Natural full-grown beard as a condition of employment: \$19 per day added to the basic daily rate. 	
<p>Wardrobe Allowance</p>	<ul style="list-style-type: none"> • First outfit: no fee • Second outfit: \$9 • Each additional outfit: \$6.25 • Formal wear: \$27 • Police uniform: \$36 	
<p>Personal Props</p>	<p>Pets and Personal Accessories Allowances per day:</p> <ul style="list-style-type: none"> • Pets \$23 • Golf Clubs (set with bag) \$12 • Tennis Racquet (no additional pay if paid for tennis outfit) \$5.50 • Luggage (per piece) \$5.50 • Camera \$5.50 • Skis and Poles \$12 	<p>Vehicle Allowances per day:</p> <ul style="list-style-type: none"> • Auto \$37.50 • Trailer \$19 • Bicycle \$12 • Moped \$15 • Motorcycle \$37.50 • Police Motorcycle \$50 • Skates/Skateboard \$5.50
<p>Schedule X, Part I Payment Requirements</p>	<ul style="list-style-type: none"> • 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 per day (excluding Saturdays, Sundays and holidays) until the background actor is paid in full for the day in question. 	

Schedule X, Part II Payment Requirements	<ul style="list-style-type: none"> 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 per day (excluding Saturdays, Sundays and holidays) until the background actor is paid in full for the day in question.
Schedule X, Part I Mileage	30 cents per mile computed between the studio and the zone location.
Los Angeles Background Actor Zone	75 air miles from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California, but excluding any military or naval establishments.
Los Angeles Studio Zone	30 miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard.
10-Mile Los Angeles Studio Zone	No mileage shall be due to background actors required to report to work or to a pick-up point that is within a 10-mile radius of a point designated by producer. The point designated by producer must be within the 30-mile studio zone and may be changed at the beginning of each season. Producer must give SAG-AFTRA prior notice of the point designated.
Los Angeles Secondary Studio Zone	<p>Area extending 10 miles from the perimeter of the existing studio zone (30 miles radius) and including John Wayne Airport.</p> <p>When a background actor is required to report within the secondary studio zone:</p> <ol style="list-style-type: none"> They must be paid mileage from the studio or production office to and from the location in the secondary studio zone. They must be paid a \$4.50 per day allowance. They must be offered courtesy housing if they work in excess of 12 hours. The time spent traveling from the edge of the 30 mile zone to the secondary studio zone location to the perimeter of the 30-mile zone will be included for purposes of applying the 16-hour rule.
San Francisco Background Actor Zone	25 air miles in radius from Market and Powell Streets, San Francisco, California.
Sacramento Background Actor Zone	25 air miles in radius from Sunrise and Highway 50 in Sacramento, California.
Hawaii Background Actor Zone	The State of Hawaii
Las Vegas Background Actor Zone	15 air miles in radius from the Clark County Courthouse.

San Diego Background Actor Zone	The City of San Diego, California, and extending to the city limits of that city.
Schedule X, Part II New York Background Actor Zone	300 miles radius from the center of Columbus Circle in the city of New York City.
Schedule X, Part II Night Premium	<ul style="list-style-type: none"> • Work between the hours of 8 p.m. to 1 a.m.: plus 10% • Work between the hours of 1 a.m. to 6 a.m.: plus 20%
Schedule X, Part II 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.
Multiple Episodes	8-hour rate is paid per day.
Rest period between days	Not provided
Canceled Call	<ul style="list-style-type: none"> • Full day of pay for cancellation of an initial work call. • Half check if cancellation is due to illness of principal cast, fire, flood, or other similar catastrophe or national emergency. (No pay if cancelled before 6 p.m. [11 p.m. for San Francisco and Hawaii] of the workday previous to the work date.)
Union Security	Yes
Preference of Employment	Yes

END OF REFERENCE GUIDE TV/TH AGREEMENT, SCHEDULE X, Part I @ II

2023 SAG-AFTRA Low Budget Theatrical Agreements

	Student Film Agreement	Short Project Agreement	Ultra Low Budget Project	Moderate Low Budget Project	Low Budget Theatrical Agreement
Application	Applies to student films that satisfy course requirements at an accredited educational institution shooting entirely in the United States.	Applies for projects to be initially exhibited at film festivals and free-to-consumer new media platforms.	Applies to non-episodic content shot entirely in the United States. Producers no longer have to declare their intended exhibition market.	Applies to non-episodic content shot entirely in the United States. Producers no longer have to declare their intended exhibition market.	Applies to films shot entirely in the United States. Limited to projects with an initial theatrical release.
Budget	< \$35,000 and a running time of < 35 minutes	< \$50,000 and a running time of < 40 minutes	< \$300,000	< \$700,000	< \$2.0M
Coverage	No coverage of background actors	A total of 3 background actors for the entire project only in the background actor zones	Only if producer applies for the background actor incentive	Only if producer applies for the background casting incentive	30 background actors only in the background actor zones
Taft-Hartley's processed	No	No*	No*	Yes	Yes
Minimum Rates		Negotiable (Applicable minimum wage or payment can be deferred)	70% of the Basic Agreement applicable background wage	Schedule X, Part I or II	Schedule X, Part I or II
Contribution Rate		20.5%	20.5%	20.5%	20.5%

THEATRICAL LOW BUDGET

Late Payment Penalties		Yes, per Schedule X Part I Section 46 and Schedule X Part II Section 47	Yes, per Schedule X Part I Section 46 and Schedule X Part II Section 47	Schedule X, Part I or II	Schedule X, Part I or II
	Student Film Agreement	Short Project Agreement	Ultra Low Budget Project Agreement	Modified Low Budget Project Agreement	Low Budget Agreement Theatrical Agreement
Overtime		Yes, Section 2 of the Agreement (can be deferred)	Schedule X, Part I or II	Schedule X, Part I or II	Schedule X, Part I or II
Meal Period		No	Schedule X, Part I or II	Schedule X, Part I or II	Schedule X, Part I or II
Wardrobe and personal props allowance		No	Schedule X, Part I or II	Schedule X, Part I or II	Schedule X, Part I or II
Wet, snow and smoke work		No	Schedule X, Part I or II	Schedule X, Part I or II	Schedule X, Part I or II
16-hour rule		No	Schedule X, Part I or II	Schedule X, Part I or II	Schedule X, Part I or II
Mileage		No	Schedule X, Part I or II	Schedule X, Part I or II	Schedule X, Part I or II

*Taft-Hartley's are not processed, but background actors covered under the scope of this agreement may still be able to join SAG-AFTRA after they have rendered services on the project upon employment verification.

END OF LOW BUDGET THEATRICAL AGREEMENTS

2023 SAG-AFTRA Low Budget New Media for Dramatic Programs (LOW BUDGET NEW MEDIA)

	2023 AMPTP Low Budget New Media Sideletter	2023 Independent New Media Agreement	2023 Special Independent New Media Agreement
Application	All AVOD programs. SVOD programs less than 20 minutes and/or less than \$1.3M per program	Independent SVOD and AVOD programs	Independent SVOD and AVOD programs
Budget	< \$1.3M	< \$50,000	< \$50,000 to \$1.3M
Coverage	10 background actors only in the background actor zones	10 background actors only in the background actor zones	10 background actors only in the background actor zones
Taft-Hartley's processed	Yes	No*	Yes
Minimum Rates	See chart next page (p.40)	Negotiable (Applicable minimum wage)	See chart next page (p.40)
Contribution Rate	20.5%	20.5%	20.5%
Late Payment Penalties	Yes, per Schedule X Part I Section 46 and Schedule X Part II Section 47	Yes, per Schedule X Part I Section 46 and Schedule X Part II Section 47	Yes, per Schedule X Part I Section 46 and Schedule X Part II Section 47
Overtime	No	Yes, Section 2 of the Agreement (can be deferred)	Yes
Meal Period	No	No	Yes, per Schedule X Part I Section 29 and Schedule X Part II Section 30
Wardrobe and personal props allowance	No	No	No**
Wet, snow and smoke work	No	No	No**

LOW BUDGET NEW MEDIA

16-hour rule	No	No	No**
Mileage	No	No	No**

*Taft-Hartley's are not processed, but background actors covered under the scope of this agreement may still be able to join SAG-AFTRA after they have rendered services on the project upon employment verification. **Budget \$1M to \$1.3M – Full Schedule X terms and Conditions.

Budget	Minimum Rate	
> \$50,000 to \$250,000	Applicable Minimum Wage	
\$250,000 to < \$700,000	General background actor	Schedule X
	Stand-in	Schedule X
\$700,000 to < \$1M	General background actor	Schedule X
	Stand-in	Schedule X
\$1M to \$1.3M	General background actor	Schedule X
	Stand-in	Schedule X

END OF LOW BUDGET NEW MEDIA AGREEMENTS

**2021-2024 SAG-AFTRA Network TV Code
(The Front of the Book)
July 1, 2021 thru June 30, 2024
Background Actors and Stand-Ins Only**

Program Fee - Variety (Example: <i>Saturday Night Live</i>)						
Program Length	7/1/23	11%	Included Rehearsal Hours	Included Days	Regular Days	Minimum Daily Call Hours
		7/1/24				
5 min or less	\$48	\$53	1.5	1.5	1	1.5
Over 5 to 15 min	\$95	\$105	2	2	1	3
Over 15 min to 30 min	\$144	\$160	7.5	7.5	1	4
Over 30 min to 45 min	\$165	\$183	8	8	2	4
Over 45 min to 60 min	\$182	\$202	8	8	2	4
Over 60 min to 90 min	\$224	\$249	10	10	2	4
Over 90 min to 120 min	\$263	\$292	13	13	2	4
Extra rehearsal rate	\$15	\$17	N/A	N/A	N/A	N/A

The minimum session shall be consecutive hours.
Rehearsal hours beyond the minimum session are paid in ½ hour increments.

Program Fee - Serials (Example: Soaps)					
Program Length	7/1/23	7/1/24	Included Hours/Day (effective 7/1/18)	Overtime Rate/Hr	
				I	II
Up to 30 min.	\$137	\$152	8	\$17	\$22
Over 30 min to 45 min	\$157	\$174	9	\$17	\$22
Over 45 min to 60 min	\$163	\$181	9	\$17	\$22
Over 60 min to 90 min	\$195	\$216	9	\$17	\$22

Rates in Column I are applicable to the 1st 2 hours of such OT.
Rates in Column II are applicable to the third and each successive hour of such OT.

Additional Day Fees	
Program Length	7/1/24

NETCODE

Less than one hour	\$82
One hour or longer	\$109

Program Fee - Other than Serials and Variety		
Program Length	7/1/23	7/1/24
General Background Actor	\$136	\$151
Special Ability Background Actor	\$146	\$162
Overtime is paid at 1½ times the hourly rate, pro-rata after 8 hours excluding meals per day.		

Program Fee - Standard Non-Commercial Openings and Closings and Musical Signatures		
Program Length	7/1/23	7/1/24
Background Actor	\$374	\$415

Program Fee - Promotional Announcements		
Program Length	7/1/23	7/1/24
Background Actor	\$136	\$151

Program Fee - Stand-Ins		
Non-Dramatic Programs and Daytime Serials	7/1/22	7/1/24
Per Hour	\$31	\$34
Minimum call depends on the type of program: <ul style="list-style-type: none"> • Award programs (e.g., Academy Awards) in excess of one hour: 7-hour minimum call. • Primetime variety program (e.g., <i>Dancing with the Stars</i>) 60 minutes or longer: 5-hour minimum call. • Primetime entertainment programs 60 minutes or longer: 4-hour minimum call. • All other non-dramatic programs: 3-hour minimum call. 		
Dramatic Programs	7/1/23	7/1/24
Per Day	\$216	\$240
Overtime is 1½, pro-rata after 8 hours excluding meals per day.		

Cap/Zone	No cap or zone. All background actors are covered by the union agreement anywhere in the U.S.
AFTRA H&R	1/1/2025: 20%
Interview Fees	Limited to 1 hour; 2nd audition \$3 as transportation expense.
16-Hour Rule	None
Sixth and 7th Day, and Holidays Worked	<p>Serials only</p> <ul style="list-style-type: none"> Worked on 6th or 7th Days: With respect to a performer who has worked 5 days in a given workweek and who is required to work a 6th or 7th day in that week, the performer shall be paid for hours worked on such 6th or 7th day at the applicable overtime rate from Column I above, with a minimum call of 4 hours, in addition to any performance fee or excess workday payment due, if any. Hours worked in excess of those stated in the "Hours Per Day" column (page 27) shall be paid at the applicable overtime rate from Column II (page 27). Worked on holidays: additional payment equal to the applicable minimum program fee.
Holidays	Serials only Thanksgiving Day, Christmas Day, New Year's Day or a 4th holiday designated by the producer.
Grace Period	Twelve-minute unscheduled grace period prior to the imposition of any meal period.
Meal Periods	<p>Meal periods of 1 hour shall be given at time as close to normal meal periods. 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.</p> <ul style="list-style-type: none"> First meal period missed - \$25 Second or succeeding meal period missed - \$35 If the 2nd meal period is ½ hour and not catered - \$27.50 meal period penalty
Non-Deductible Meal	<ul style="list-style-type: none"> Producer may furnish to a background actor a non-deductible meal appropriate to the time of day of 15 minutes in duration within 2 hours of the background actor's call time, during which the background actor will be freed of all activity, provided that such non-deductible meal is given for the purpose of synchronizing the background actors' meal time with the crew meal time. If the background actor is given a non-deductible meal, a notation indicating the start and finish time of that meal shall be made on the production report. The first deductible meal period shall commence within 6 hours of the end of such non-deductible meal.

NETCODE

Hazardous Work	No performer shall be required without their consent to take part in hazardous action or work under hazardous conditions. A performer taking part in hazardous action or working under hazardous conditions shall be paid additional compensation of \$100 per program.	
Work in Wet, Snow, Smoke or Hazardous Substances	Prior notice to all performers if work in smoke or hazardous substances is involved. Additional compensation of \$14 per day to a background actor or stand-in required to work in artificially generated rain or smoke (excluding smoke from herbal cigarettes). Not owed if wearing swimming or surfing gear or snow apparel.	
Cosmetic Alterations	If a performer is required to grow a beard or mustache, or to shave their head, the performer shall be paid additional compensation of \$35.	
Costume Fittings	One hour minimum credited at the rate of 1½ of the applicable extra rehearsal rate.	
Wardrobe Allowance	Background actors supplying personal wardrobe that they wear in a scene shall receive a wardrobe maintenance fee of \$10 per outfit, except that the fee for formal evening wear and genuine furs (coats, jackets, capes and stoles) shall be \$25.	
Personal Props	Pets and Personal Accessories Allowances per day: <ul style="list-style-type: none"> • Pets \$23 • Golf Clubs (set with bag) \$12 • Tennis Racquet (no additional pay of paid for tennis outfit) \$5.50 • Luggage (per piece) \$5.50 • Camera \$5.50 • Skis and Poles \$12 	Vehicle Allowances per day: <ul style="list-style-type: none"> • Auto \$37.50 • Trailer \$19 • Bicycle \$12 • Moped \$15 • Motorcycle \$37.50 • Police Motorcycle \$50 • Skates/Skateboard \$5.50
Payment Requirements	Payment is due no later than the Thursday after the week during which the performance takes place. Damages for late payment accrue at the rate of \$5 per day, up to a maximum payment of \$150 (30 days).	
Mileage	Paid in accordance with company policy, if the company has an established policy, but in no event less than \$3 per day. If the company has no established policy, the performer shall be paid 30 cents per mile, but in no event less than \$3 per day.	
Multiple Episodes on the Same Day	All episodes are paid per program.	

Rest Period Between Days	<ul style="list-style-type: none"> • Twelve-hour rest period between days. • Rest period penalty is \$20 per hour for the hours between the time he/she/they is required to and does report, and the end of such 12-hour period.
Canceled Call	In the event the performer's engagement for the program is canceled, producer agrees, nevertheless, to pay the performer in full for all contracted time.
Union Security	Yes
Preference of Employment	Yes

END OF NETWORK CODE REFERENCE GUIDE

VIII. Background Actors and Stand-Ins Under Uptown Productions, Inc. Agreement (Nick or Nickelodeon)

Term: Four years from date of ratification (7/17/17)

The agreement covers the production of live-action dramatic programs — i.e., ½ hour or longer; and comedy-variety programs (non-dramatic programs). Excluded from coverage are programs captured on film.

1. COVERAGE

A. Dramatic Programs:

Schedule X, Part I and Schedule X, Part II of the SAG-AFTRA Basic Codified Agreement background actor zones; **Exception:** All stand-ins except one may be counted against the per-day cap (21 per Schedule X, Part I/25 per Schedule X, Part II).

B. Non-Dramatic Programs:

Uptown may choose either Schedule X or Network Code. When Network Code is used, union must consider granting waivers in large crowd scenes.

2. RATES

A. Dramatic Programs:

Category	2.5%	3%	3%
	7/1/20 - 6/30/21	7/1/21 - 6/30/22	7/1/22 - 6/30/23
General Background Actor	\$178	\$182	\$187
Special Ability	\$188	\$192	\$197
Stand-In / Photo Double	\$209	\$214	\$219
Choreographed Swimmers and Skaters			
Schedule X, Part I	\$412	\$422	\$433
Schedule X, Part II	\$461	\$473	\$485

B. Non-Dramatic Nickelodeon Programs:

Prior to hiring, producer must elect Network Code (100% “Front of the Book” terms and “Other than Serials and Variety” rate) or Schedule X terms and rates. Producer may designate up to two episodes per season for which the alternative background terms apply.

Category	7/1/21	7/1/22	7/1/23
General Background Actor	\$126	\$132	\$136
Special Ability Background Actor	\$136	\$142	\$146

Stand-Ins	7/1/21	7/1/22
Per hour	\$30	\$31

Minimum call for stand-ins depends on the type of program:

- Award programs in excess of one hour: 7-hour minimum call.
- Primetime variety program 60 minutes or longer: 5-hour minimum call.
- Primetime entertainment programs 60 minutes or longer: 4-hour minimum call.
- All other non-dramatic programs: 3-hour minimum call.

OR

Category	2.5%	2.5%	2.5%
	7/1/20 - 6/30/21	7/1/21 - 6/30/22	7/1/22 - 6/30/23
General Background Actor	\$178	\$182	\$187
Special Ability	\$188	\$192	\$197

Stand-Ins	7/1/21	7/1/22
Per hour	\$30	\$31

Minimum call for stand-ins depends on the type of program:

- Award programs in excess of one hour: 7-hour minimum call.
- Primetime variety program 60 minutes or longer: 5-hour minimum call.
- Primetime entertainment programs 60 minutes or longer: 4-hour minimum call.
- All other non-dramatic programs: 3-hour minimum call.

III. TERMS AND CONDITIONS

A. Dramatic Programs:

Schedule X, Part I and Schedule X, Part II of the SAG-AFTRA Basic Codified Agreement

Exceptions:

- Time of Payment/LPP: Second Thursday following the week in which the performance took place; if payment is late, \$3 per day for up to a maximum of 20 days.
- Meals/Penalty: As close to the middle of the call, except that meals shall be provided within every 6 hours of work subject to 12-minute grace period. There shall be a meal penalty of \$10 for any missed meal during the work day.

B. Non-Dramatic Programs:

Network Code

Exceptions:

- Union Security: Standard clause. No liquidated damages.
- Time of Payment/LPP: Second Thursday following the week in which the performance took place. If payment is late \$5 per day for up to a maximum of 20 days.
- Wardrobe Allowance: \$10 per garment for wearing. \$25 for formal wear.
- Meals/Penalty: As close to the middle of the call. No meal penalties.

C. Standard Openings:

80% of Network Code rate (i.e., 80% of \$318). Initial use period of 12 months; payment of 50% of Network Code rate for every 12-month period thereafter.

D. Promotional Announcements:

Paid per Network Code. \$97 for all use — no cycle payments.

E. H&R: 19.5%

F. Five-Lines-or-Less rate:

\$403 (only applicable to upgrade of background actors that speak five lines or less; non-script lines per Schedule A – Section 26)

END OF NICKELODEON AGREEMENT

IX. Background Actors and Stand-Ins Under It's a Laugh Productions, Inc. Agreement (The Disney Channel)

Term: April 20, 2022 – October 19, 2026.

The agreement covers all 30-minute children's programming produced by producer and intended for exhibition on the Disney Channel and/or any other services owned in whole or in part (50% or more) by the Walt Disney Company (e.g., ABC Family), but specifically excluding the ABC Television Network.

Thirty-minute programs budget breaks:

\$650K up to	1.65M	1.7M	1.8M
	Effective 4/20/23	Effective 4/20/24	Effective 1/1/26

- \$650,000 up to \$1.5 million: covered by all terms and conditions of the CW Supplement.
- \$1.8 million and higher: covered by all the terms and conditions of the Exhibit A.

COVERAGE

A. Budget Break 1:

No cap or zone. All background actors are covered by the union agreement anywhere in the U.S.; subject to automatic cap of 35 per scene, all zones except New York where automatic cap is 45 (provided company includes SAG-AFTRA logo in end credits.)

B. Budget Break 2:

Schedule X applies.

RATES

A. Budget Break 1:

The CW Supplement

Category	4/22/23	1/1/24	10/20/24	10/20/25
Background Actor	\$161	\$163	\$167	\$172
Special Ability Background Actors	\$172	\$175	\$179	\$184
Stand-Ins	\$215	\$222	\$253	\$262

Rates are for an 8-hour day, with overtime at time and a half (no double time).

B. Budget Break 2:

Category	1/1/24	10/20/24	10/20/25
General Background Actor	\$208	\$216	\$224
Special Ability Photo Double	\$218	\$226	\$234
Stand-Ins	\$243	\$253	\$262

TERMS AND CONDITIONS

A. Budget Break 1: The CW Supplement

B. Budget Break 2: Exhibit A

C. H&R: 18.5% 10/20/24 increase to 19.5%

D. Meals/Penalty: One hour per the Network Code.

END OF IT'S A LAUGH AGREEMENT

X. Background Actors and Stand-Ins Under Central Productions LLC Agreement (Comedy Central)

Term: February 28, 2020 – February 27, 2024.

The agreement covers the production of live action non-dramatic programs; live action dramatic programs; animated programs; promotional announcements. Terms and conditions for non-dramatic programs depend on whether the program is a regular entertainment program or an awards program.

Terms and conditions for dramatic programs depend on whether the program is:

- Other than primetime;
- If in primetime, than whether the program is “Tier 1,” “Tier 2,” or “Tier 3.” Tier designation determined by budget.

COVERAGE

A. Zone:

No zone, even if the producer chooses Schedule X (Part I or II as applicable).

B. Cap:

No cap.

Exception: If elect Schedule X (Part I or II as applicable).

Exception: Union to consider granting waiver in large crowd scenes. Section 4(f).

RATES FOR BACKGROUND ACTORS AND STAND-INS ARE BASED ON THE APPLICABLE VARIETY OR OTHER THAN SERIALS PROGRAM FEES.

Overtime shall be payable at 100% of the applicable rates contained in the Network Code time-and-one-half, pro rata, after eight hours.

A. Rates

- i) Background Actors: general background actor rate of Network Code — Paid per episode.

Category	2/28/22	2/28/23	2/28/24
General Background Actor	\$126	\$132	\$136
Special Ability Background Actor	\$136	\$142	\$146

COMEDY CENTRAL

Exception: Producer may elect on season-by-season basis to apply the provisions of Exhibit A (under Schedule X-II for background actors engaged to work in New York, and Schedule X-I elsewhere).

Category	2/1/20 – 2/27/24
General Background Actor	\$187
Special Ability Background Actor	\$197
Overtime is paid at 1.5 times the hourly rate, pro-rata after 8 hours excluding meals per day.	

ii) Stand-Ins: Follows section 36 of Network Code — i.e., \$31 per hour; however, there is a 4-hour minimum call.

Category	2/28/21	2/28/22
Stand-In Hourly Rate	\$30	\$31

Program Fee - Variety							
Program Length	7/1/21	7/1/22	7/1/23	Included Rehearsal Hours	Included Days	Regular Days	Minimum Daily Call Hours
5 min or less	\$45	\$47	\$48	1.5	1.5	1	1.5
Over 5 to 15 min	\$90	\$92	\$95	2	2	1	3
Over 15 min to 30 min	\$136	\$140	\$144	7.5	7.5	1	4
Over 30 min to 45 min	\$156	\$160	\$165	8	8	2	4
Over 45 min to 60 min	\$172	\$177	\$182	8	8	2	4
Over 60 min to 90 min	\$211	\$217	\$224	10	10	2	4
Over 90 min to 120 min	\$248	\$256	\$263	13	13	2	4
Extra Rehearsal Rate	\$15	\$15	\$15	N/A	N/A	N/A	N/A

B. Rates on Awards Programs:

- i) Background Actors: Same as above. Section 3(h) of Big Shows Agreement.
- ii) Stand-ins: Same as above. Section 3(e) of Big Shows Agreement.

C. Standard Openings

80% of the below Network Code rate.

Use period of 12 months; payment of 50% of the below Network Code rate for every 12-month period thereafter.

Category	2/28/22	2/28/23
Background Actor	\$363	\$374

D. Comedy Central Promotional Announcements

Paid per Network Code

Category	2/28/22	2/28/23
Background Actor	\$132	\$136

E. H&R: 19.5%

F. Union Security: Standard clause. No liquidated damages.

G. Time of Payment/LPP: Second Thursday following the week in which the performance took place. Damages for late payment accrue at the rate of \$5 per day, up to a maximum payment of \$150 (30 days).

H. Wardrobe Allowance: \$10 for wearing; \$25 for formal wear.

I. Meals/Penalty: Meal periods of one hour shall be given at time as close to normal meal periods. The first meal period shall be called not later than six hours from the time of call. All subsequent meal periods shall be called not later than six hours after the end of the preceding meal period.

- First meal period missed - \$25
- Second or succeeding meal period missed - \$35
- If the second meal period is one half-hour and non-catered, \$27.50 meal period penalty

J. Additional Provisions from the Network Code:

Rest Between Days:

- Twelve-hour rest period between days.
- Rest period penalty is \$20 per hour for the hours between the time he/she/they is required to and does report, and the end of such 12-hour period.

Hazardous Performance: No performer shall be required without his consent to take part in hazardous action or work under hazardous conditions. A performer taking part in hazardous action or working under hazardous conditions shall be paid additional compensation of \$100 per program.

Work in Smoke/Hazardous Substance: Prior notice to all performers if work in smoke or hazardous substances is involved.

Canceled Individual Engagements: In the event the performer's engagement for the program is canceled, producer agrees, nevertheless, to pay the performer in full for all contracted time (must have definite booking with a date, location and a call time).

RATES/TERMS AND CONDITIONS FOR DRAMATIC PROGRAMS NOT ON COMEDY CENTRAL PRIMETIME

All rates, terms and conditions for such programs are the same as for non-dramatic programs (see above), except that stand-ins are paid the Network Code dramatic (8-hour day) rate (see below).

Stand-Ins		
Dramatic Programs	2/28/22	2/28/23
Per Day	\$210	\$216

RATES/TERMS AND CONDITIONS FOR DRAMATIC PROGRAMS IN PRIMETIME

A. Budget Thresholds:

Length	Tier 1	Tier 2	Tier 3
½ hour	>\$1.4M	\$740,000-\$1.4M	<\$740,000
1 hour	>\$2.5M	\$1.4M-\$2.5M	<\$1.4M

B. Rates:

Background and stand-ins paid at 100% of L-Exhibit A rates, all Tiers.

Category	2/28/22	2/28/23
General Background Actor	\$188	\$193
Special Ability	\$198	\$203
Stand-In / Photo Double	\$220	\$226

OT per L-Exhibit A (per Television Agreement):

- Regular workday is 8 consecutive hours (excluding meal periods).
- Ninth, 10th, 11th, and 12th hours: payable at 1½ in units of 1/10th hour (6-minute) units.
- Work beyond the 12th hour: payable at double time in tenths of an hour (6-minute) units.

C. H&R:

Tier 1: Per L-Exhibit A – 20.5%.

Tier 2 & 3: Per Network Code - 19.5%

D. All other terms and conditions: Same as for non-dramatic programs (page 51).

XI. Extras and Stand-Ins Under King Street Production Inc. Agreement (*The "TV Land Dramatic Agreement"*)

The current contract expires August 26, 2023.

The agreement covers productions produced by producer of (a) one-half (½) hour or longer dramatic, live-action programs for initial exhibition on TV Land or The Paramount Network basic cable networks, and (b) dramatic, live-action programs for initial exhibition in new media.

Programs terms and conditions are determined by their budget:

Length of Program	Low Budget	High Budget
½ hour	≤\$1,133,000	>\$1,133,000
1 hour	≤\$2,197,655	>\$2,197,655
90 minutes	≤\$3,399,000	>\$3,399,000
2 hours	≤\$4,532,000	>\$4,532,000

COVERAGE

Low Budget Programs

The CW Supplement.

High Budget Programs

Producer may choose either (a) Schedule X; or (b) the CW Supplement.

RATES/TERMS AND CONDITIONS

Rates:

Low Budget Programs

Category	
Background Actor	\$187
Special Ability Background Actors	\$197
Stand-Ins	\$219

High Budget Programs

Category	
Background Actor	\$187
Special Ability	\$197
Stand-In / Photo Double	\$219

Or

Background Actor	\$187
Special Ability / Background Actors	\$197
Stand-Ins	\$219

TERMS AND CONDITIONS

Low Budget Programs

The CW Supplement

High Budget Programs

Schedule X or the CW Supplement

P&H:

Low Budget Programs – 19.5% to SAG-AFTRA Health Plan

High Budget Programs – Depending what producer elects:

- Schedule X: 20.5% to SAG-AFTRA Health Plan
- The CW Supplement 19.5% to AFTRA Retirement Fund

END OF TV LAND AGREEMENT

XII. Extras and Stand-Ins Under 2022-2025 SAG-AFTRA Commercials Contract

INTERVIEW RATES

Extras	1st hour free	\$53.41 for the 2nd hour
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Hand Model	1st hour	\$81.48
	2nd hour	\$81.48
	3rd through 8th hour	\$81.48 in two-hour increments

SESSION/AUDITION PAYMENT

Fifteen business days from last date worked (excludes weekends/holidays).

SESSION RATES

Fifteen business days from last date worked (excludes weekends/holidays).

General Extra	\$427.30 for 8 hours (\$53.41/hour)
Stand-In	\$469.90 for 8 hours (for lighting/set up only, no filming)
Photo Double	\$427.30 for 8 hours (for filming only, no set up)
Hand Model	\$651.80 for 8 hours

OT	General Extra	Stand-In
Ninth and 10th hours are paid at time and one half	\$80.12/hour	\$88.11/hour
Eleventh through 16th hours are paid at double time	\$106.83/hour	\$117.48/hour
Saturday and Sunday are paid at double time	\$106.83/hour	\$117.48/hour
Beyond the 16th hour; session fee for each hour	\$427.30/hour	\$469.90/hour

WARDROBE/MAKEUP

Basic Wardrobe	\$20.36 per costume requested by producers
Evening/Period	\$33.91 per costume requested by producers
Costume Fitting	\$106.82 for 2 hours, \$53.41 for every ½ hour thereafter
Body Makeup and Skullcap	\$41.85 for glued-on pieces or makeup that covers 50% of the body

COMMERCIALS

OTHER RATES

Wet/Smoke/Snow/Dust	\$53.25 (includes all or one)
Auto Allowance	\$42.71 + mileage (current IRS rate)
Non-Air Demo Rate	\$247.90 per 8-hour day
Late Fees	\$4.49 per day (max out at 25 days \$112.25)
Hazard Pay	Negotiable (performer may refuse to work w/full pay if not notified in advance)
Minimums	45 performers
Night Premium	From 8 p.m. to 1 a.m. = 10% of the hourly rate, per hour From 1 a.m. to 6 a.m. = 20% of the hourly rate, per hour
16-Hour Rule	Work past 16 hours (includes travel, meal breaks in 24-hour period) = session fee for each hour beyond 16 hours
P&H	20.5% of gross earnings (excludes penalties and reimbursements) 19.25% discounted P&H rate for JPC Authorizers
Meal Penalties	\$27 for each of the 1st and 2nd ½ hours \$53 for the 3rd and each subsequent ½ hour until meal is called
Cancellations	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 cancellation due to the listed factors, a half-check is owed, unless notice of cancellation is given before 4 p.m. of the workday previous to the work date, then no payment of a half-check.

END OF COMMERCIALS AGREEMENT

XIII. Background Actors and Stand-Ins Under 2022-2025 SAG-AFTRA Corporate/Educational & Non-Broadcast Contract

SESSION RATES

Category I or II	1/11/23-10/31/25
General Background Actor	\$161
Special Ability Background Actor (Including Stand-In, Photo Double)	\$177
Silent Bit Background Actor	\$300
B-Roll/Behind the Scenes	Single scale session fee at Category II rate to performers filmed for this purpose
Session Payments	Due 30 calendar days following the day(s) employed

WARDROBE/MAKEUP

Basic Wardrobe	\$21 per day for the first change furnished \$7 per day for each additional change furnished
Specialty Attire	\$32 per day for each such type furnished
Costume Fitting	Quarter check for 2 hours, hourly rate in units of 30 minutes thereafter
Body Makeup and Skullcap, Hair Goods, Haircuts	\$26 per day for glued-on pieces or makeup that covers 50% of the body

MISCELLANEOUS

Minimums	10 performers
Wet/Smoke/Snow/Dust	\$20 per day (includes all or one)
Mileage (Set Annually by IRS)	65.5 cents per mile
AFTRA H&R	18.75%
Late Fees	\$5 per day max out at 30 days (\$150) On non-payment notice additional \$150 plus \$5 per day
Meal Penalty	\$25 for the first half hour \$35 for the second half hour \$50 for the third half hour and each additional half hour thereafter

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 the casting director of potential conflicts caused by other bookings immediately.
11. Set etiquette:

Holding

- Come prepared, be professional and be ready for long days.
- Once checked in and voucher in hand (if paper vouchers are given), follow directions as to where to report to holding.

On-Set

- Be aware, be present, be quiet at all times
- Never bring your phone out on set unless using as prop as directed.
- Be responsible for any prop(s) given; turn them in at the end of the day.
- If there is a problem on set, do not make a scene; ask your questions, document the problem and call SAG-AFTRA's toll free number (855) 724-2387.
- Never leave the set until you are dismissed and your voucher has been signed.

Craft Service Table

- Wait until you are notified when it is okay to visit or ask if you may visit the craft table.
- Do not linger around the craft service table; take what you want and return to your area.
- Do not "shop" the craft service table.

LOCALS TELEPHONE NUMBERS

On-Set Emergency?

Call Our Safety Hotline: (844) SAFER SET / (844) 723-3773

24-Hour Toll Free

Any Questions?

Email us at BackgroundActorsInfo@sagaftra.org

SAG-AFTRA National Headquarters:

Los Angeles Office

5757 Wilshire Blvd., 7th Floor

Los Angeles, CA 90036-3600

Switchboard: (323) 954-1600

Toll Free: (855) SAG-AFTRA / (855) 724-2387

New York Office

1900 Broadway, 5th Floor

New York, NY 10023

(between 63rd and 64th streets)

Tel. (212) 944-1030

SAG-AFTRA Arizona-Utah Local	(855) 724-2387
SAG-AFTRA Atlanta Local	(404) 239-0131
SAG-AFTRA Chicago Local	(312) 573-8081
SAG-AFTRA Colorado Local	(855) 724-2387
SAG-AFTRA Dallas-Fort Worth Local.....	(214) 363-8300
SAG-AFTRA Hawaii Local.....	(808) 596-0388
SAG-AFTRA Houston-Austin Local.....	(214) 363-8300
SAG-AFTRA Miami Local.....	(305) 670-7677
SAG-AFTRA Michigan Local	(312) 573-8081
SAG-AFTRA Missouri Valley Local	(314) 231-8410
SAG-AFTRA Nashville Local	(615) 327-2944
SAG-AFTRA Nevada Local.....	(855) 724-2387
SAG-AFTRA New England Local.....	(617) 262-8001
SAG-AFTRA New Mexico Local.....	(855) 724-2387
SAG-AFTRA New Orleans Local.....	(305) 670-7677
SAG-AFTRA Ohio-Pittsburgh Local	(412) 281-6767
SAG-AFTRA Philadelphia Local.....	(215) 430-6355
SAG-AFTRA Portland Local	(206) 282-2506
SAG-AFTRA San Diego Local.....	(855) 724-2387
SAG-AFTRA San Francisco-Northern California Local	(415) 391-7510
SAG-AFTRA Seattle Local.....	(206) 282-2506
SAG-AFTRA Twin Cities Local	(312) 573-8081
SAG-AFTRA Washington-Mid Atlantic Local.....	(301) 657-2560

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Contract **BULLETIN**

BACKGROUND: Minimum Count

TV/THEATRICAL/STREAMING

Clarification Regarding Background Minimum Count

Effective Feb. 5, 2024, producers agree to modify Section 1(c) of Schedule X, Part I, to increase the number of background actors to which the terms of Schedule X, Part I apply. Starting on this day, productions producing under the TV/Theatrical agreement will increase the minimum number of covered background positions from 22 (excluding swimmers, skaters and dancers, but including certain stand-ins) to 25 (excluding swimmers, skaters, dancers and stand-ins) on short- and long-form television motion pictures, and from 57 (excluding swimmers, skaters and dancers, but including all except one stand-in) to 85 (excluding all swimmers, skaters, dancers and stand-ins) on theatrical motion pictures.

Depending on the production's needs for the day's call, up to 25 or 85 background actors must be covered in addition to every stand-in. Stand-in actors must not be included in the general background minimum count.

If members become aware that a production is not correctly maintaining the contractually appropriate background-covered positions, up to the maximum cap, and/or all stand-in actors are incorrectly being included as fulfilling the minimum background count, under the above-mentioned agreements, please contact the National Background Actors Department. Members should be aware that by doing so, it enables the union to vigorously enforce the contracts provisions on their behalf and ensures producers adhere to their contractual obligations.

KNOW YOUR CONTRACTS

The best way for the union to protect you is for you to know the union — and the provisions and protections that are negotiated on your behalf in all the contracts. Knowing the provisions and protections guaranteed by your contract is the best way to ensure you are always protected. All contracts are accessible online at sagaftra.org/productioncenter.

QUESTIONS?

Members can contact us in Los Angeles at (323) 549-6811 or New York at (212) 827-1553, or via email at backgroundactorsinfo@sagaftra.org

TV/THEATRICAL/STREAMING

Clarifications Regarding Payment of Wardrobe Allowances for Background Actors

AS STATED IN SCHEDULE X, Part I and II, Section 10 (a) of the SAG-AFTRA Codified Basic Agreement, "When a background actor reports in the specified wardrobe and in addition brings one (1) or more complete changes of wardrobe as requested by the producer, excluding the types of wardrobe described in subparagraph (b), he shall be entitled to an allowance of \$9.00 per day for the first such change and \$6.25 per day for each additional change, whether utilized or not."

Section (b) further provides that a general background actor who is required to and does furnish formal attire, a fur, a national dress costume, a white Palm Beach or tropical suit, a uniform (other than a police uniform) or period wardrobe, at the request of the producer, shall be paid an allowance of \$27.00 per day. Any general background actor who is required to and does furnish a police uniform at the request of the producer shall be paid an allowance of \$36.00 per day.

It has come to our attention that producers may be incorrectly applying this rule to background actors employed on projects produced under the above-mentioned agreement. By doing so, it has the erroneous effect of depriving members of pay for providing wardrobe as instructed. Members should be aware that production staff may inaccurately claim that the allowance is only due when the wardrobe is worn on-camera during filming. That is not correct, as the provision requires payment of the allowance upon the background actor being directed to bring the wardrobe upon reporting. **It should be noted that the use of the wording, "options," "choices" or "selections" are interchangeable with changes. The result is still the same; whether a background actor is told to bring "options," "choices," "selections" or "changes," payment of the applicable wardrobe allowance must be paid for all changes provided, as members cannot be asked nor required to volunteer wardrobe.**

Section (c) does not permit the producer to require background actors to leave their personal wardrobe on set overnight or for a long period of time. However, if the background actor does agree to do so, then they must be paid the applicable wardrobe allowance for each day the wardrobe is kept.

Members should be aware that the producer must secure permission in advance and bargain additional fees with them if they desire to use their wardrobe for another person.

Lastly, any producer-provided wardrobe must be clean when delivered to the background actor. The producer cannot require background actors to wear any clothing that has been worn by another person, unless it has been properly cleaned.

QUESTIONS?

If members believe they have not been compensated in accordance with the contract or experience any problems on set, email us at backgroundactorsinfo@sagaftra.org or call (323) 549-6811 or (212) 827-1553.



VIDEO EDUCATION

Learn more about wardrobe allowances by watching [HERE](#) or scanning the QR code.



Contract BULLETIN

BACKGROUND: Hair & Makeup

TV/THEATRICAL/STREAMING

Do I Need to Report Hair and Makeup-Ready?

EXTENSIVE HAIR AND MAKEUP STYLING PRE-EMPLOYMENT INQUIRIES:






Today, during the availability check, a casting director asked me, "Production needs you to style your hair in a certain way the night before, okay?"

YOUR REALITY: You will have to spend an hour or more the night before or get up early the morning of the shoot to style your hair or apply makeup per the detailed instructions provided by the Hair and Makeup Department. This may even require you to sleep in rollers, which can result in pain and discomfort throughout the night, making it difficult to rest and be at your professional best for work.

YOU SHOULD KNOW: The SAG-AFTRA TV/Theatrical/Codified Basic Agreement provides that while producers can request background actors to report in ordinary hair and makeup, **performers cannot be required to report in extensive or non-ordinary hair and makeup prior to reporting for their call.** This means that background actors cannot be issued detailed instructions attached or contained within their booking communication or be required to watch online videos in order to style their hair or apply their own makeup.

Background actors working under TV/Theatrical/Streaming contracts **are under no obligation to provide this courtesy service to productions, as it is not an appropriate ask.** Instead, the background actor should expect to be given an early call time to enable the production's Hair and Makeup Department to appropriately style their hair or apply makeup, or production can bargain with the background actor or union in advance for additional payment.

If you are uncomfortable directly negotiating with production, you can try the gentler approach of directing the background casting director to the assigned SAG-AFTRA background business representative for further discussion.

sagaftra.org      (855) SAG-AFTRA • (855) 724-2387

TOP THREE THINGS TO KEEP IN MIND

1. If you experience something that does not feel right during the availability check or booking, tell your union. Use discretion, and if you feel you can address it on the spot, do so, or report it ASAP to the union. You can always report things anonymously.

2. Background actors are employed for a variety of atmospheric purposes on set, but services typically performed by the Hair and Makeup Department are not the performer's responsibility. Background actors should not be told that it is a professional expectation for them to provide their own hair and makeup styling for the production's ease.

3. Always keep records. Names, dates — everything.

KNOW YOUR CONTRACTS

The best way for the union to protect you is for you to know the provisions and protections that are negotiated on your behalf in all the contracts. Knowing the provisions and protections guaranteed by your contract is the best way to ensure you are always protected. All contracts are accessible online at sagaftra.org/productioncenter.

QUESTIONS?

If members believe they have not been compensated in accordance with the contract or experience any problems on set, email us at backgroundactorsinfo@sagaftra.org or call (323) 549-6811 or (212) 827-1553.

JULY 2024



Contract BULLETIN

A.I. Background Basics

TV/THEATRICAL/STREAMING

Artificial Intelligence Background Basics

Who owns a background actor digital replica?

The employer legally owns all materials created from your work on a motion picture. With the new terms in place, the employer cannot use or authorize use of those materials without your consent and, in most cases, further payments.

I am a background actor and was scanned by a producer. The language in my voucher gives them permission to use my “simulated likeness and voice.” How do the new digital replica provisions in the 2023 TV/Theatrical/Streaming contracts protect me?

- A producer’s use of your digital replica is a mandatory subject of bargaining, and language like that is void to the extent it conflicts with your rights under the applicable collective bargaining agreement. In other words, the language in the voucher is NOT applicable and the producer has not validly obtained your consent unless it did so in a manner that complies with the terms of our contract.
- These new provisions related to use of a digital replica will apply to any use going forward. That means the consent must be clear and conspicuous, outlining how the digital replica will be utilized and the specific medium in which it will be used.

The section on background actors appears to say I will only get paid for one day of work for scanning but not for the use in the project. Many complicated scenes can take several days of work.

Producers cannot use your digital replica to avoid the background coverage numbers. Those numbers must be filled by humans, which disincentivizes employers from using expensive digital replicas to do work that can be done by the human background actors who will need to be engaged for the picture.

QUESTIONS?

If you have any further questions about Background Contracts and A.I., email us at BackgroundActorsInfo@sagaftra.org or please contact us at Los Angeles (323) 549-6811 or New York (212) 827-1553.

TV/THEATRICAL/STREAMING

Artificial Intelligence (A.I.) Digital Replicas

A **"digital replica"** is a replica of your voice and/or likeness that is created using digital technology, such as artificial intelligence, or A.I.

There are **two types** of principal performer digital replicas and one type of background actor digital replica in the Codified Basic Agreement (CBA) and Television Agreement (TVA).

1. **"Employment-based digital replica"** is a replica created in connection with your employment on a motion picture (i.e. a movie or TV and/or streaming show, etc.) You might be asked to participate in the creation of the replica, such as being scanned.
2. **"Independently created digital replica"** is a replica that is not created for a specific motion picture on which you were employed and that is used in a motion picture on which you are not otherwise working as a performer.
3. A **"Background actor digital replica,"** like the employment-based digital replica, is one created in connection with your employment on a motion picture.

It is important to understand that if the digital replica was initially created in connection with a specific motion picture, it is and remains an employment-based digital replica. On the other hand, an independently created digital replica might be one that a performer owns and is licensing to the producer.

Who owns an Employment-Based Digital Replica?

The employer legally owns all materials created when you work on a motion picture, including any replica created in connection with that work. That said, with these new terms in place, they cannot use your employment-based digital replica on any other project without your consent and, in most cases, further payments. The consent requirement is attached to the employer's ability to exploit their rights. This concept is similar to the producer's obligation to get your consent and pay you to reuse clips in which you appear or to pay you residuals when the film or show is released in a new market — these are bargained conditions upon which the employer may exercise their legal rights.

Do the provisions on digital replicas apply to voice actors?

The definitions refer to both voice and likeness, so the same rules would apply to digital voice replicas.

How does the 48-hour notice work?

It means the producer has to give you at least a 48-hour notice before they scan you to create a digital replica. The production cannot simply instruct you to get scanned when you are already on set and the producer cannot rely on consent buried in the fine print of your contract.

If the producer wants to scan you, they have to give you advance notice and get your consent at least 48 hours in advance (or, if less than 48 hours, when you are hired). It also has to be clear and conspicuous, such as in a rider or in contract language that is bold or in ALL CAPS.

What if a producer wants to use my digital replica?

If the producer wants to use your digital replica, they must get your consent before doing so. This must include a reasonably specific description and it must be clear and conspicuous.

The producer will have to get your consent again each time they want to use your digital replica in a different project or in a different way from what you consented to initially.

What happens if a company that has created my digital replica goes bankrupt/shuts down and their assets get sold to another company?

The assets cannot be separated from the obligations that attach to them. Consent for digital replicas created under the Codified Basic Agreement or TV Agreement is granted on a per-project basis at the time of use. The new company would have to obtain your consent for any future use of your digital replica. SAG-AFTRA would pursue grievances against any party that attempted to use your replica without your consent.

Additionally, right of publicity laws would help to protect against misuse of your digital replica by a third party. We are actively pursuing legislation that would provide further protections.

What safeguards are in place to ensure the secure storage of replicas?

While the agreement with the AMPTP does not include language relating to the storage of digital replicas (like that in the Replica Studios Agreement), there are a myriad of state laws that govern the safe storage and use of personally identifiable information. In many states, this would include your digital replica. This is an additional topic we will continue to discuss with the AMPTP, and we will take affirmative steps to encourage producers to put further protections in place.

What will prevent a studio from using a digital replica during a future work stoppage/strike?

During work stoppages/strikes, the services of members are being withheld (aka struck). The producer would need to obtain your consent to use your digital replica, and this would be one of the services being struck. This is the same as when we asked members to withhold consent for reuse during the most recent strike.

If there is a future work stoppage/strike AND you gave consent BEFORE the work stoppage, the producer would be permitted to use the digital replica, but only to the specific extent consent was already granted. It would not impact our ability to effectuate a strong work stoppage.

Is the union pursuing any technology to be able to track the use of our digital replicas?

We have been having conversations with companies working in the A.I. space for many years, including ones offering tracking technologies or services. We continue to meet and talk with companies to ensure we remain at the forefront of this space.

QUESTIONS?

If you have any questions about A.I., email AIQuestions@sagaftra.org.



BACKGROUND ACTOR CLAIM FOR LOSS OF OR DAMAGE TO WARDROBE OR PERSONAL PROPERTY

NOTE: Claim Form(s) must be completed before the Background Actor leaves the set on the day on which loss/damage occurred. Separate claim form(s) must be completed for each item lost or damaged.

Email to: BACKGROUNDACTORSCLAIMS@SAGAFTRA.ORG

Name of Performer		Social Security Number	
Address		City	State Zip
Phone Number		Date of Employment	Casting Office
Title of Production	Name of Production Company		
PLEASE CHECK THE APPROPRIATE BOX:			
<input type="checkbox"/> LOST WARDROBE		<input type="checkbox"/> LOST PERSONAL PROPERTY	
<input type="checkbox"/> DAMAGED WARDROBE		<input type="checkbox"/> DAMAGED PERSONAL PROPERTY	
Date on which Loss or Damage occurred		Manner in which Loss or Damage occurred (if known)	
Location of Loss or Damage			
Description of Lost or Damaged item (please include brand name, and other specific identifying information)			
Purchase Price		Date When Purchased	
Description of Damage			
Signature of Background Actor		Date	
Signature and Title of Company Representative		Date	

OCTOBER 2024