



This is a digest of rates and working conditions applicable to Background Actors in the East Coast Background Actor Zones in theatrical motion pictures and television. The rates are effective as of July 1, 2005.

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 Guild office. **Remember this is only a summary.**

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SAG members may not work as Background Actors on non-signatory projects filming within the background zones.

SAG members who are working as Background Actors within SAG's jurisdiction cannot work for less than the contract-covered wage.

Members may not work the non-covered jobs that are available after the required SAG covered Background Actors are hired.



**Background Actors**  
**2005 CONTRACT SUMMARY**  
**THEATRICAL/TELEVISION DIGEST**

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**1. SCOPE**

Minimum number of covered Background Actors (excluding swimmers, skaters, dancers and Stand-Ins shall be:

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

(1)

**2. DEFINITIONS**

<b>General Background</b>	Person of atmospheric business which includes the normal actions, gestures and facial expressions of the Background Actor’s assignment.
<b>Special Ability Background Actor</b>	Background Actor specifically called and assigned to perform work requiring special skills such as tennis, golf, choreographed social 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.
<b>Stand-In</b>	Background Actor used as a substitute for another actor for purposes of focusing shots, setting lights, etc., but is not actually photographed. Stand-Ins may also be used as general background.
<b>Photographic Double</b>	Background Actor who is actually photographed as a substitute for another actor. A General Background Actor who is required to do photographic doubling shall receive the Special Ability rate.
<b>Day Performer</b>	A Performer who delivers a speech or a line of dialogue. A Background Actor must be upgraded to a Day Performer if directed to speak, except in the case of “omnies”.
<b>Omnies</b>	Any speech sounds used as general background noise rather than for its meaning. Atmospheric words such as indistinguishable background chatter in a party or restaurant scene.

**3. RATES**

**MINIMUM DAILY RATE SCALE**

	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>7/1/2007</u>
General Background Actor	122.00	126.00	130.00
Special Ability Photo Double	132.00	136.00	140.00
Stand-In	137.00	141.00	145.00
Choreographed Swimmers and Skaters	320.00	330.50	340.50

Weekly rates are five times the daily rates and shall include a guarantee of five consecutive days of employment.

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

(1) Hazardous Work

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

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

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

(2) Wet Work/Smoke Work

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

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

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

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

A Background Actor who is directed to and does have body make-up or oil applied to more than fifty percent (50%) of his/her body, and/or is required to and does wear hair goods affixed with spirit gum (specified as wigs, beards, sideburns, mustaches or goatees), and/or who at the time of his employment is required to and does wear his own natural full-grown beard as a condition of employment, shall be entitled to additional compensation of \$18.00 per day added to the basic daily rate. When a Background Actor is required to and does furnish his/her own hairpiece, he/she shall be paid additional compensation of \$18 per day, added to the basic daily rate.

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

(4) Rehearsals

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

(5) Costume Fittings

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

(6) Wardrobe Allowance

A Background Actor who is required to and does furnish formal attire, a fur, a national dress costume, a white Palm Beach suit or tropical suit, a uniform (other than police uniform), or period wardrobe shall receive \$18 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. If Producer requires or requests a Background Actor to bring additional complete changes of wardrobe, the Background Actor shall receive \$9.00 per day for the first such complete change and \$6.25 per day for each additional change. Payment is for all changes requested, whether used or not. Background Actor may not be required to leave wardrobe overnight; if the Background Actor agrees to do so, daily wardrobe allowance is paid for each day so held.

(7) Damage to Wardrobe or Property

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

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

**5. INTERVIEW FEES**

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

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

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

**6. PERSONAL PROPS**

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

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

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

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

(3) Autos, Etc. – Allowances Per Day:

- Auto ..... \$35.00
- Trailer ..... 19.00
- Bicycle ..... 12.00
- Moped..... 15.00
- Motorcycle..... 35.00
- Police Motorcycle..... 50.00

Skates/Skateboard.....5.50

Mileage Allowance shall be paid at the rate of \$.30 per mile round trip. Mileage is computed from Producer’s studio to any location within the studio zone. Mileage is also due for all miles traveled by the Background Actor upon the Producer’s instructions.

**7. SIXTEEN HOUR RULE VIOLATION**

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

**8. MEAL PERIODS**

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

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

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

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

Whenever the Producer supplies meals or other food or hot drinks, or pays any money for meals, to the cast or crew, Producer shall supply the same to all Background Actors. “Meal” means an adequate, well balanced serving of a variety of wholesome, nutritious foods. Snacks such as hot dogs or hamburgers shall not constitute a meal.

The penalties for any violation of the foregoing shall be:

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

**9. OVERTIME**

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

## **10. SIXTH AND SEVENTH DAY, AND HOLIDAYS WORKED**

The regular studio workweek shall consist of any five (5) consecutive days out of any seven (7) consecutive days, commencing with the first of such five (5) days. However, the five (5) consecutive day requirement shall be deemed satisfied where, on commencing employment, the Background Actor is assigned to a schedule that calls for him/her to work, for example, on Monday and Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday.

All work performed on a 6<sup>th</sup> consecutive day for the same employer shall be paid at the rate of one and one-half (1½) times the Background Actor's daily rate.

All work performed on a 7<sup>th</sup> consecutive day for the same employer shall be paid at the rate of double the Background Actor's daily rate.

### **Holidays**

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

### **Provisions for Holidays Not Worked**

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

### **Overnight Location Employment**

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

### **Provisions for Holidays Worked**

Double daily wage.

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

## **11. NUDITY**

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

Employment as a nude body double is paid at not less than the Principal day rate.

## **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 he/she shall revert to the rate at which he/she was originally hired, the Background Actor must be notified of such intention at the time of the call-back.

### **13. AVAILABILITY AND BOOKINGS**

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

### **14. CALL-BACKS**

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

### **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 6:00 pm of the workday previous to the work date, the Background Actor will not be entitled to the half-check

### **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 4 hours of work for rehearsal, etc. If Background Actor is held for more than 4 hours, an additional one-half check is due. If the Background Actor is used for recording or photographing he shall receive a day of pay. Producer cannot request the Background Actor to call in the early morning hours of the following day for a possible "weather-permitting" call.

### **17. PAYMENT REQUIREMENTS**

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

Late payment damages will be assessed at \$3.00 per day (excluding Saturdays, Sundays & Holidays) not to exceed twenty five (25) days or \$75.00.

### **18. TRAVEL/TRANSPORTATION**

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

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

## **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 wearing 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 now entitled to the same working conditions with regard to working hours as those working as Principal Performers. **Please refer to the applicable sections in the 2005 SAG Codified Basic Agreement for the specific rules.**

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

**Important Phone Numbers**

Screen Actors Guild New York Main Switchboard .....(212) 944-1030  
    Contracts Department .....(212) 827-1553  
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