



# **STUNT & SAFETY DIGEST**

## **2009 – 2011 THEATRICAL MOTION PICTURES AND TELEVISION**

NOVEMBER 2009

**COURTESY OF  
THE NATIONAL STUNT & SAFETY DEPARTMENT  
SCREEN ACTORS GUILD**

**STUNT AND SAFETY DIGEST**  
(THEATRICAL AND TELEVISION)

This is a contract summary outlining basic rates and working conditions for Stunt Performers and/or Performers performing Stunt work under the 2009 Screen Actors Guild Theatrical Motion Picture and Television Contract with Producers. The term of the contract is for three years, commencing with the effective date of June 10, 2009, and continuing through June 30, 2011. This summary is intended to generally outline those rates and conditions, which normally occur, as well as to provide a readily available source of answers to most questions. For exact contract language and interpretation, please refer to the Producer-Screen Actors Guild Codified Basic Agreement or contact the Stunt and Safety Department directly.

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

**SCREEN ACTORS GUILD**  
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|   |                                    |
|---|------------------------------------|
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| Dancers Contracts Dept.<br>(323) 549-6864     | Membership Services<br>549-6757    |
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| Film Society Hotline<br>549-6657              | Theatrical Contracts<br>549-6828   |
| Industrial/Educational Contracts<br>549-6858  |                                    |

**2009 CONTRACT SUMMARY  
STUNT AND SAFETY DIGEST**

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## 2. **INTERVIEWS**

### A. Time

- (1) Day Stunt Performers (TV & Theatrical)  
Stunt Performer does not receive compensation if dismissed within one hour from the time of call. If detained by producer beyond one hour, Stunt Performer is paid at straight time in one-half hour units for the time in excess of one hour.  
*See Schedule A, 14*
- (2) 3-Day Stunt Performers (TV only)  
Stunt Performer does not receive compensation unless he/she is required to speak lines given him/her to learn outside the studio or is kept waiting for more than one hour.  
  
*See Schedule B, 19 (c)*
- (3) Weekly Stunt Performers (TV & Theatrical)  
Same rules as for (2) above.

### B. Sign - In Sheets

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

*See Individual Schedules A, B, C (Interviews)*

## 3. **PARKING-LOCATIONS & INTERVIEWS**

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

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

*See Individual Schedules A, B, C (Interviews)*

## 4. **ENGAGEMENT AND CANCELLATION**

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

1. When the Stunt Performer is given written notice of acceptance;

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

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

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

*See Schedule A, Section 4, A*

**Performer’s Start Date – Free Lance Television & Theatrical**

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

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

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

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

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

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

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

**Day Stunt Performers** (Television & Theatrical)

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

*See Schedule A, Section 16, 2*

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

*See Schedule A, Section 16, A, 1*

**3-Day Contract** (Television only)

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

*See TV Agreement Section 30, F*

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

*See Schedule B, Section 20, A, I*

**Free Lance Weekly** (Television & Theatrical)

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

*See Schedule B, Section 20, A, 2*

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

If, at producer's request, Stunt Performer provides personal wardrobe, a weekly cleaning allowance will be paid by producer for each outfit. A voucher with a copy to

the Stunt Performer shall be signed at the end of each week indicating the outfits required by producer.

|  |         |
|--|---------|
| Formal wear – per outfit – per week        | \$17.00 |
| All other wardrobe – per outfit – per week | \$11.50 |

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

Not applicable on an overnight location.

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

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

## 6. **DELIVERY OF CONTRACTS, PART YEAR WITHHOLDING**

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

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

*See General Provisions Section 16 & 31, C*

## 7. **LOAN-OUT**

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

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

*See General Provisions Section 29*

**8. STUNT PERFORMERS AND “RIGHT TO ROLE”**

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

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

**9. CONSECUTVE EMPLOYMENT**

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

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

**Consecutive Employment does not apply to:**

**a. Recalls**

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

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

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

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

**10. WORKWEEK**

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

The production workweek may be switched once without penalty to a Monday through Friday workweek or switched off a Monday through Friday and then switched back to the Monday through Friday workweek (this was done in order to preserve the Saturday and Sunday weekend off). Notwithstanding the above, Stunt

Performers shall be paid for any days off beyond four between switched workweeks. If Stunt Performer is not given at least one day off in seven, a rest period premium must be paid.

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

*See Individual Schedules A, B, C (Workweek)*

## **11. DRESSING ROOMS**

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

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

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

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

*See General Provisions 21, Section B*

## **12. BILLING-SCREEN CREDIT**

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

*See General Provisions, Section 25, B*

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

*See TV Agreement, Section 54*

**13. PRODUCTION TIME REPORTS, STUNT PERFORMER’S OVERTIME RECORDS**

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

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

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

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

**14. WILL NOTIFY**

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

**15. TRANSPORTATION AND LOCATION EXPENSES**

Transportation supplied by the producer must be first class. If 6 or more Performers travel on the same flight and in the same class on jet flights then coach class shall be acceptable.

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

*See General Provisions Section 35, D*

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

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

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

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

*See General Provisions Section 35, B, 4*

**16. LOCATION-TRAVEL TIME**

**A. Travel to Nearby Location\***

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

When Producer transports a Stunt Performer, such travel time is work time. Overtime caused by travel to and from a nearby location is computed at time-and-one-half.

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

Long Form Television Motion Pictures – No mileage allowance is required for performers employed on this type of project.

New One Hour Series; One-Half Hour and One-Hour Pilots – No mileage payable for a 10 mile radius from a point designated by producer within the 30-mile zone once per season. This point may be changed by the producer at the beginning of each season.

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

\* *See Glossary*

**B. Travel for Overnight Location – No Services Rendered on Day of Departure:**

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

1. **Day Stunt Performers** (Television & Theatrical)  
Travel to or from location on a day when no services are rendered shall be compensated at a full day's pay.
2. **3-Day Contract** (TV only)  
\$4,400 or less, (eff. 6/10/10 - \$4,650 or less)

When traveling to or from location, the Stunt Performer goes on salary on the day of departure and remains on salary until the day of arrival back at studio.

3. **Weekly Performers** (Schedule H-II)  
Theatrical - \$5,500 or less, (eff. 6/10/10 - \$6,000 or less)  
Television - \$4,400 or less, (eff. 6/10/10 - \$4,650 or less)
4. **Weekly Performers** (Schedule H-III)  
Theatrical – more than \$5,500, (eff. 6/10/10 – more than \$6,000)  
Television – more than \$4,400, (eff. 6/10/10 – more than \$4,650)
5. **3-Day Contract** (TV Only)  
more than \$4,400, ( eff. 6/10/10 – more than \$4,650)

Stunt Performer, working at a location which can be reached within 24 hours, goes on salary as of call time but not later than 24 hours after reaching such location.

### **C. Travel for Overnight Location – Services Rendered on Day of Departure**

Travel time is work time.

*See Individual Schedules A, B, C (Travel)*

### **Engagement of Stunt Performer – Other areas**

If a Stunt Performer, residing or working in any area in which SAG maintains a branch, is brought to producer's base or distant location in the United States for any purpose, the Stunt Performer shall receive transportation and a \$75 per day allowance from the time he/she commences travel at producer's request until the time his/her salary commences. Stunt Performers shall not be held on a per diem longer than three days.

**Note:** The Los Angeles office is **NOT** a branch office; therefore this provision would not be applicable to Stunt Performers residing in the Los Angeles area.

*See Individual Schedules A, B, C (Travel/Engagement of Performers – Other Areas)*

### **Flight Insurance**

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

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

*See General Provisions Section 23, 1*

**17. REST PERIODS (TURNAROUND/FORCED CALL)**

**Daily Rest Period**

1. Day Stunt Performers

a. Studio Zone (Theatrical & TV)

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

b. Location

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

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

ii) Overnight Location

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

2. 3-Day Contract (TV only)

Same as above

3. Weekly Stunt Performers (Theatrical & TV)

Same as above

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

**Weekly Rest Period**

All Stunt Performers are entitled to one weekly rest period of 56 hours. A 54-hour rest period may be given provided call time is not earlier than 6:00 a.m. following such rest period. On a 6-day location week the weekly rest period is 36 hours.

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

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

**18. TIME OF PAYMENT – LATE PAYMENT**

Stunt Performers employed by the day must be paid within 5 business days after services are rendered. Series Stunt Performers must be paid at least every two weeks for all episodes worked whether or not completed. All other Stunt Performers must be paid no later than the studio payroll date (usually Thursday) of the week following the week in which services were rendered. Stunt Performers may be paid on Friday when on overnight location. Damages for late payment accrue at the rate of \$10.00 for each day of default to a maximum of 20 working days.

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

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

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

*See General Provisions Section 31, B*

**19. MEAL PERIOD VIOLATIONS**

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

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

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

**20. MEAL NON-DEDUCTIBLE (NDB)**

The producer may serve a non-deductible meal 15 minutes in duration within the first two hours of a Stunt Performer's call time. The Stunt Performer must be freed from all activity. The next meal (the first deductible meal) shall commence within 6 hours of the end of the non-deductible meal.

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

**21. HOLIDAYS**

Official SAG holidays are: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, &

Christmas Day. Stunt Performers working on a holiday receive an additional day's pay. Producer may take a production hiatus of up to 2 weeks at Christmas/New Years.

*See Individual Schedules A, B, C (Holidays)*

## **22. STUNT COORDINATORS**

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

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

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

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

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

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

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

*See 1994 Stunt Coordinator Jurisdiction Memorandum*

### **Residuals:**

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

Television: Stunt coordinators employed on television motion pictures shall participate in revenue – based residual payments..

*See 1994 Stunt Coordinator Jurisdiction Memorandum*

### **Hold Harmless:**

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

*See General Provisions, Section 28, A.5*

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

*See General Provisions, Section 28, F*

**Non-Discrimination:**

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

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

The Union's Skills and Talent Bank is among the resources that can be utilized in ascertaining the availability of such Performers.

*See General Provisions Section 26*

**23. OVERTIME**

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

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

**Money Break - Two times the minimum Day Performer rate**

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

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

**Money Breaks - \$2,700 (eff. 6/10/10 - \$3,000)**

Daily overtime is payable beyond 10 hours in one-tenth (1/10<sup>th</sup>) hourly units at double time. In addition, cumulative overtime is payable beyond 24 straight time hours cumulated over the 3-day period (or beyond 32 hours cumulated over a 4-day period, if the contract guarantees 4 days) at time-and-a-half in one-tenth (1/10<sup>th</sup>) hourly units. For days worked beyond the

guarantee days overtime commences after 8 hours on a daily basis and is payable in one-tenth (1/10<sup>th</sup>) hourly units at time-and-a-half for the 9<sup>th</sup> and 10<sup>th</sup> hours and double-time thereafter.

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

|   | <u>Theatrical</u> | <u>Television</u> |
|---|-------------------|-------------------|
| Money Breaks Effective<br>(Schedule H-IV) | \$5,500           | \$4,400           |
| (Effective 6/10/10):                      | \$6,000           | \$4,650           |

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

a) 5-day studio workweek

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

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

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

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

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

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

*See TV Agreement, Section 25*

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

Overtime beyond 44 hours in five days is payable in one-tenth (1/10<sup>th</sup>) hourly units at time-and-a-half. Work on any day beyond 10 hours is payable in one-tenth (1/10<sup>th</sup>) hourly units at double time. The 6-day overnight location workweek requires payment of 4 hours of overtime beyond 44 hours whether worked or not (44 + 4 = 48). Any hours which

exceed 48 on a cumulative weekly basis and are not paid for as daily overtime or by the 4 hours required overtime are payable at time-and-a-half in one-tenth (1/10<sup>th</sup>) hourly units.

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

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

Television.....\$32,000 per picture  
Theatrical.....\$65,000 per picture

*See Individual Schedules A, B, C (Overtime)*

**24. CLAIMS, FILING OF**

Claims for Stunt Performers shall be filed no later than six (6) months after the occurrence of the facts upon which the claim is based or after the Stunt

Performer has had a reasonable opportunity to become aware of the occurrence.

Residual claims must be filed within one year.

*See General Provisions Section 9, E*

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

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

**25. REUSE OF PHOTOGRAPHY**

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

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

**26. HOLD HARMLESS**

Performers and Stunt Performers shall be held harmless legally from any claim for damages for injury or property damage arising out of acts in the course of employment. Producers must provide coverage for personal injury (\$1 million/\$2 million) and property damage (\$250,000.00).

*See General Provisions section 28, A, 5*

**27. WORKING WITH EXPLOSIVES** (including squibs)

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

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

**28. VEHICLE DRIVING**

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

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

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

- 1) When any or all wheels will leave the driving surface
- 2) When tire traction will be broken, i.e., skids, slides, etc.
- 3) Impaired vision-when the driver’s vision will be substantially impaired by:
  - a. Dust;
  - b. Spray (when driving through water, mud, etc.);
  - c. Blinding Lights
  - d. Restrictive covering over the windshield;
  - e. Smoke;
  - f. Any other condition which will substantially restrict the driver’s normal vision.
- 4) The speed of the vehicle will be greater than normally safe for the conditions of the driving surface or when other conditions such as obstacles or difficulty of terrain will exist or off-road driving other than normal low-speed driving for which the vehicle was designed will occur.

- 5) When any aircraft, fixed wing or helicopter is flown in close proximity to the vehicle creating a hazardous driving condition.
- 6) Whenever high speed or close proximity of two (2) or more vehicles create conditions dangerous to the drivers, passengers, film crew or vehicles. Nothing herein shall require the performer to be doubled when the Performer has the special expertise to perform the sequence in a safe manner.

Stunt Doubling

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

*See General Provisions Section 28, H*

**29. RESIDUALS**

**ADDITIONAL COMPENSATION FOR RERUNS (TELEVISION PICTURES)**

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

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

**NETWORK PRIME TIME**

Performer is paid 100% of total actual compensation for each run subject to the following program ceilings:

|                            | Effective 6-10-09 | 6/10/10        |
|----------------------------|-------------------|----------------|
| <b>½ hour program</b>      | <b>\$2,369</b>    | <b>\$2,428</b> |
| <b>1 hour program</b>      | <b>\$3,372</b>    | <b>\$3,456</b> |
| <b>1 ½ hour program</b>    | <b>\$3,370</b>    | <b>\$3,454</b> |
| <b>2 hour program</b>      | <b>\$3,630</b>    | <b>\$3,721</b> |
| <b>Over 2 hour program</b> | <b>\$4,149</b>    | <b>\$4,253</b> |

**NETWORK** (Non prime time) excluding “late night”

- 2<sup>nd</sup> .....50% of total applicable minimum
- 3<sup>rd</sup> .....40% of total applicable minimum
- 4<sup>th</sup> .....25% of total applicable minimum
- 5<sup>th</sup> ..... 25% of total applicable minimum
- 6<sup>th</sup> ..... 25% of total applicable minimum
- 7<sup>th</sup> thru 10<sup>th</sup> (each).... 15% of total applicable minimum
- 11<sup>th</sup> thru 12<sup>th</sup> (each).... 10% of total applicable minimum
- 13<sup>th</sup> and each succeeding run in perpetuity.... 5% of total applicable minimum

**SYNDICATION\***

- 2<sup>nd</sup> ..... 40% of total applicable minimum
- 3<sup>rd</sup> .....30% of total applicable minimum
- 4<sup>th</sup> .....25% of total applicable minimum
- 5<sup>th</sup> .....25% of total applicable minimum
- 6<sup>th</sup> .....25% of total applicable minimum
- 7<sup>th</sup> thru 10<sup>th</sup> (each) ... 15% of total applicable minimum
- 11<sup>th</sup> thru 12<sup>th</sup> (each) ...10% of total applicable minimum
- 13<sup>th</sup> and each succeeding run in perpetuity ...5% of total applicable minimum

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

\* The special residual formulas for Long Form; “late night” programs; and one-hour network prime time episodic television program released to “late night” and syndication is very complex. Please consult the Residuals Department at the Guild.

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

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

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

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

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

For a one hour network prime time dramatic series, one-hour dramatic programs made for “late night” network broadcast and one-hour dramatic programs made for Fox Broadcasting Company, a single up-front payment of 35% not later than 6 months after first foreign telecast.

**ADDITIONAL COMPENSATION FOR THEATRICAL EXHIBITION  
(Television Pictures)**

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

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

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

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

**TELEVISION EXHIBITION & SUPPLEMENTAL MARKET USE OF THEATRICAL MOTION PICTURES**

The producer will pay the Screen Actors Guild for the ratable distribution to performers 3.6% of the gross receipts from the distribution of theatrical motion pictures to free television and pay television.

For theatrical motion pictures released in videocassette format, the Producer will pay to Screen Actors Guild for the ratable distribution to performers the following percentages of gross receipts: 4.5% of the first million dollars; 5.4% of the excess over one million dollars.

**PAY TELEVISION – Original Employment on Made-for-Pay TV or Videocassette**

In return for performer's initial compensation, Producer is entitled to 10 exhibition days or one year's period on each Pay TV system.

Thereafter, Producer will pay to SAG Performers 6% plus pension and health contributions, of distributor's gross receipts. Such payments will be made on a quarterly basis with the division of compensation to performers as described below in Distribution of the Monies Received.

**Home Video:**

In return for Performer’s initial compensation, Producer is entitled to 100,000 units of video sales for Made-for Video product, or 75,000 units for Made-for-Pay, before additional compensation is due. Thereafter, producer will pay 65, plus pension and health contributions, of distributor’s gross receipts.

**BASIC CABLE**

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

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

**Time Units**

Each Performer will be credited with units for time worked  
Each day = 1/5 unit  
Each week = 1 unit  
Maximum: 5 units per Performer

**Salary Units**

The salary of each Performer will be converted to units as follows:  
Day Performer: Each multiple of daily scale equals 1/5 unit  
All other Performers: Each multiple of weekly scale equals 1 unit.

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

Maximum: 10 units per Performer

**Computation**

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

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

|                            |                 |
|----------------------------|-----------------|
| Series Performer:          | Three (3) units |
| Freelance weekly Performer | Two (2) units   |
| All others:                | One (10) unit   |

### **30. NON-DISCRIMINATION AND DIVERSITY, POLICY OF**

#### **Policy**

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

#### **Access and Auditions**

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

#### **Stuntwork**

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

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

#### **Data**

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

#### **Meetings**

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

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

*See General Provisions Section 26*

### **31. SMOKE, WORK IN**

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

*See General Provisions Section 58*

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

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

*See AMPTP Safety Bulletin #10*

### **32. STUNT ADJUSTMENTS**

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

*See Individual Schedules H (Financial Agreement)*

### **33. ADDITIONAL STUNT WORK**

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

*See Individual Schedules H (Additional Stunt Work)*

### **34. SCHEDULE BREAKS**

#### **STUNT PERFORMERS**

##### **Schedule H-I**

Stunt Performers Employed by the Day.

##### **Schedule H-II**

Stunt Performers employed by the week on Television Motion Pictures at \$4,400 or less per week and Stunt Performers employed by the week on Theatrical Motion Pictures at \$5,500 or less per week.

##### **Schedule H-III**

Stunt Performers employed by the week on Television Motion Pictures at more than \$4,400 (eff. 6/10/10 - \$4,650) per week and Stunt Performers employed by the week on Theatrical Motion Picture at more than \$5,500. (eff. 6/10/10 - \$6,000).

##### **Schedule H-IV**

Stunt Performers employed under Term Contracts.

#### **STUNT COORDINATORS**

##### **Schedule K-I**

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

##### **Schedule K-II**

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

### **Schedule K-III**

Stunt Coordinator employed under "flat deal" contracts:

| <b>Daily</b>  | <b><u>6/30/08</u></b> | <b><u>6/10/09</u></b> | <b><u>6/10/10</u></b> |
|---------------|-----------------------|-----------------------|-----------------------|
| Theatrical    | \$1,180               | \$1,215               | \$1,258               |
| Television    | \$ 895                | \$ 922                | \$ 954                |
| <b>Weekly</b> | <b><u>6/30/08</u></b> | <b><u>6/10/09</u></b> | <b><u>6/10/10</u></b> |
| Theatrical    | \$4,650               | \$4,790               | \$4,958               |
| Television    | \$3,440               | \$3,543               | \$3,667               |

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

### **AIRPLANE PILOTS** **See Schedule I**

### **35. MINORS – STUNTS**

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

When a minor is asked to perform physical, athletic or acrobatic activity, or any activity of extraordinary nature, the minor's parent or guardian shall first be advised of the activity and shall represent that the minor is fully capable of performing the activity. Producer will comply with any reasonable requests for equipment that may be needed for safety reasons.

Prior to minor's first call, producer must obtain the written consent of the minor's parent or legal guardian for medical care in the case of an emergency. However, if the parent or guardian refuses to provide such consent because of religious convictions, producer must at least obtain written consent for external emergency aid, provided that the obtaining of such consent is not contrary to the aforementioned religious convictions.

The minor's parent or guardian must provide producer a certificate signed by a doctor licensed to practice medicine within the state wherein the minor resides or is employed, stating that the minor has been examined within six (6) months prior to the date he/she was engaged by producer and has been found to be physically fit.

*See General Provisions Section 50, I*

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

his/her judgment, conditions present a danger to the health, safety, and morals of the minor.

*See California Child Labor Law*

### **36. SCRIPT STUNTS (Adjustment of Background Actors)**

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

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

*See Schedule H-I Section 9*

### **37. CONTRACT RIDERS**

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

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

### **38. CONVERSION TO WEEKLY**

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

*See Schedule A Section 7*

### **39. PRORATING THE WORKWEEK**

In the case of a Stunt Performer employed by the week, the initial period of employment must be at least one week in duration. Stunt Performer may have his/her workweek prorated to determine an additional day of pay; such prorating shall be on the basis of one-fifth (1/5) of the Stunt Performers weekly base rate.

*See Schedule H-II, 6*

**40. PRODUCTION STAFF VIOLATION**

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

Liquidated damages for violation:

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

The only exceptions shall be the following:

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

*See General Provisions Section 30*

**41. SAFETY**

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

*See General Provisions Section 28, B, 1*

**Safety Meeting**

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

The safety meeting should include, but not limited to:

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

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

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

*See AMPTP Safety Bulletin #4*

### **Medical Assistance**

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

*See General Provisions Section 28, D*

### **Suitability of Equipment**

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

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

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

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

*See General Provisions Section 28, C*

### **Communication**

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

*See General Provisions Section 28, G*

### **General Information**

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

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

#### **42. ACTORS PERFORMING STUNTS**

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

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

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

#### **43. CATEGORIES OF STUNT PERFORMERS**

##### **UTILITY STUNT PERFORMER**

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

##### **N D STUNT PERFORMER (Non-descript)**

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

##### **STUNT DOUBLE**

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

#### **44. INJURIES AND WORKER'S COMP**

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

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

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

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

#### **45. ACCIDENT REPORTING**

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

*See General Provisions Section 28, A*

#### **46. PENSION & HEALTH**

Please contact the Pension and Health department at (818) 954-5400 for specific details.

The Producer is required to make a 15.3% Pension and Health contribution on gross compensation.

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

For example:

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

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

#### **47. WORKING OUTSIDE THE U.S.**

When a Stunt Performer works outside the U.S. and is employed under a SAG Contract, all terms and conditions of the contract are in effect.

## GLOSSARY OF TERMS

### **AMPTP Safety Bulletins**

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

### **Contract Riders**

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

### **Distant Location**

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

### **Loan Out**

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

### **MSDS (Material Safety Data Sheets)**

Information Sheets that accompany all manufactured chemical products.

### **NDB**

Meal period that is not deducted from work time.

### **Nearby Location**

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

### **Over the Money Break**

If a Stunt Performer receives more than \$5,500 (\$6,000, after 6/9/10) Theatrical, and \$4,400 (\$4,650 after 6/9/10) Television, per week, they are said to be over the money break and all provisions of Schedule H-III are applicable.

Examples:

#### ***Weekly Contract***

#### **Overtime:**

Daily overtime will be paid for work in excess of 10 hours at double time. The maximum daily overtime amount will be figured at a maximum basis of \$5,500 (\$6,000 after 6/9/10) for Theatrical Stunt Performers and \$4,400 (\$4,650 after 6/9/10) for Television Stunt Performers. Overtime caused by travel will be figured at time and a half.

There is no weekly overtime.

**Six Day Overnight Location**

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

***Daily Contract***

**Overtime:**

All overtime will be paid at time and a half. The maximum overtime amount will be calculated on the basis of two times the minimum day performer rate per day.

*Please check the Guild for questions.*

**Overnight Location**

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

**Precision Driver**

There is no such category in any of the SAG contracts. A driver is hired either as a Background Driver or as a Stunt Driver.

**Rest Periods**

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

**Schedule Breaks**

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

**Studio Zone**

*Los Angeles:* a thirty (30) mile radius from the intersection of La Cienega Blvd. and Beverly Blvd.

*New York:* an eight (8) mile radius from Columbus Circle.

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

**Will Notify**

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

## FAQ's

### **What are the rates for Stunts?**

Please see "Minimums" section in the Digest.

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

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

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

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

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

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

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

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

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

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

### **Is my overtime based on the stunt adjustment?**

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

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

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

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

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

**Are premiums for work on the 6<sup>th</sup> and 7<sup>th</sup> day based on my stunt adjustments?**

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

**How are rest periods paid?**

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

**Does consecutive employment apply to me?**

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

**Is a stunt coordinator required on the set?**

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

**Are residuals paid for rehearsals?**

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

**When are residuals paid?**

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

**What is a contract rider?**

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

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