

# BACKGROUND ACTORS

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**NOTE:** Please refer to [AFTRA](#) section for payments to Background Actors working Exhibit A.

**FRINGES:** For information regarding employer contributions (FICA, FUI, PH&W), see [Chapter 3 Fringes](#).

# BACKGROUND ACTORS

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## INTRODUCTION

Background Actors in motion pictures and television are represented by two labor groups: American Federation of Television and Radio Artists (AFTRA); and the Screen Actors Guild (SAG). SAG represents Background Actors under separate contracts, the New York Agreement and the Background Actors Agreement which covers the West Coast.

## TERMS OF AGREEMENT

NOTE: In the 2001 SAG Memorandum of Agreement all references to the term "extra performer" were to be changed to "background actor."

The SAG Background Actors Agreement is effective 6/10/2009 through 6/30/2011.

## HIRING PROCEDURES

### Los Angeles - West Coast

#### Theatrical (Feature)

53 - Registered Background Actors per day (including Stand-Ins) before the company may hire additional background actors not subject to SAG provisions.

#### Television

20 - Registered Background Actors per day (excluding up to 1 Stand-In) before company may hire additional background actors not subject to SAG provisions

### New York

Features and 2 - hour Television	85	Excluding Stand-Ins
90 minute television	25	
Under 90 minute television	25	

## JURISDICTION

<b>West Coast</b>	<b>- Los Angeles</b>	30 miles from the corner of Beverly and La Cienega: minimum terms will also apply in an additional sub-zone extending to 75 miles from Beverly and La Cienega.
	<b>- Sacramento</b>	25 air mile radius from an agreed upon point.
	<b>- San Francisco</b>	25 miles from Market and Powell.
	<b>- Las Vegas</b>	A 15-mile radius of the Clark County Courthouse.
	<b>- San Diego</b>	The city limits.
	<b>- Hawaii</b>	The entire state.
<b>New York</b>	<b>- New York City</b>	Pick-up zone is between South Ferry and 125th Street. Outside the 75-mile zone, the number of covered background actors shall not exceed the number of available, qualified background actors.

# BACKGROUND ACTORS

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## COMPENSATION

### **Minimum Wage Scales**

#### **SAG - West Coast**

	<b>Effective 6/10/2009</b>	<b>Effective 6/10/2010</b>
General Background Actors	\$134.00/day	\$139.00/day
Special Ability Performer	144.00/day	149.00/day
Stand-Ins	149.00/day	154.00/day

#### **SAG - New York**

General Background Actors	\$134.00/day	\$139.00/day
Special Ability	144.00/day	149.00/day
Stand-Ins	149.00/day	154.00/day

**NOTE:** Skaters and swimmers are professionally trained, doing choreographed routines requiring rehearsals. (Dancers employed on television motion pictures shall be covered under the terms of SAG Basic Agreement Schedule J. See [pg. 10-22.](#))

## INSERTS - New York

Background Actors may perform up to 5 inserts for a single photoplay or one or more episodes in the same series in one day, for no additional pay when notified in advance.

## HAZARDOUS WORK

A background actor agreeing to perform hazardous work is entitled to additional compensation, the amount of which is to be agreed upon prior to performance.

Any background actor rigged with an explosive charge shall be permitted prior consultation with the Stunt Coordinator and qualified special effects person. In addition, the background actor shall be upgraded to a Day Player for each day he is rigged with an explosive charge.

## WORK DAY

### **Los Angeles**

Background actors shall be allowed to work on more than one production for the same Producer in a given day without additional payment.

### **New York**

No background actor player shall be permitted to perform any work for more than one photoplay, production, or episode of a series for the same day's pay, including overtime, except:

- A) to do inserts as provided in Inserts paragraph above;
- B) to do wardrobe tests as provided in Wardrobe Tests paragraph on [pg 11-5](#);
- C) to perform work in serials or serial-type episodes of a series with a continuing story and a common central character;
- D) to perform stand-in work for the Producer for two or more episodes in the same series on the same day, provided such stand-in is notified in advance and specifically called to perform such work and does not also appear before the camera in any of said episodes on such day. If he works as a stand-in for one episode and also works as a general background actor in another episode on the same day, he shall be entitled to an additional day's pay for such general background actor work.

## NIGHT PREMIUMS - New York

Between 8:00 PM and 1:00 AM background actors shall receive 10% additional payment over and above any other payment for work performed during these hours.

Between 1:00 AM and 6:00 AM background actors shall receive 20% additional payment over and above any other payment for work performed during these hours.

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# BACKGROUND ACTORS

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## MILEAGE

When a background actor is required to report at any studio zone location, Producer shall either provide transportation to the background actor or may require the background actor to report at such location where background actor will receive \$.30 per mile, round trip, computed between the studio or production company and zone location. Work at another studio is not a "zone" location. If the services of the background actors are required other than the place of reporting, the Producer will furnish the necessary transportation except when the background actor is furnished an automobile allowance and mileage.

## TRAVEL

In general, travel time shall be treated as time worked. If work is to be performed away from the studio but within the studio zone, the Producer may either furnish transportation from the studio to such location or pay the background actor \$.30 cents per mile for the background actor to provide his own transportation. The Producer shall pay traveling and living expenses if he required a background actor to work at a distant location.

## VIOLATION OF MEAL PENALTY PROVISIONS

Meal periods shall not be less than (1/2) hour nor more than one hour in length. Not more than one meal period shall be deducted from worktime during the first eight hours. The first meal period shall commence within six (6) hours following the call time for the day; succeeding meal periods for the background actor shall commence within six (6) hours of the preceding meal. There will be a 12 minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty, provided that the six (6) hour period between meals has not been extended as permitted by the following sentence. Upon the expiration of the six (6) hour period, if the camera is still rolling it shall not be a violation of the meal period to complete such take.

Should such time limits not be followed, background actors shall be entitled to be paid the following penalties:

first 1/2 hour delay or fraction	\$7.50
second 1/2 hour or fraction	10.00
each additional 1/2 hour or fraction	12.50

## INTERVIEW

Background actors reporting for interviews shall receive an allowance for the first (2) hours of the interview in the amount of 1/4 of the rate of hire. For additional time of the interview background actors shall be paid in units of (2) hours at the specified regular hourly rate for the call being filled. If, within any period of interview time, any recording or photography, still or otherwise, is done for use in any production, background actors shall be paid the agreed daily wage: except that still pictures to be used exclusively for identification of the player or wardrobe may be taken by Producer without making such payment.

## FITTING

Background actors fitted at a place designated by the Producer shall be paid as follows: if on a day prior to the work call, (1/4) check or (2) hours in the amount of the day's pay, additional time shall be paid in units of 30 minutes. If the fitting is on the same day as the work call, straight time computed in units of 30 minutes; provided, however, if on the same day 4 hours or more intervene between the work call and fitting, payment shall be made as though the fitting occurred on a day prior. If less time than 4 hours intervenes from the termination of the fitting to time of work call, all intervening time is worktime. Where the Producer required a background actor to bring wardrobe, personal accessories, pets, automobiles, etc., to a costume fitting, the background actor shall be compensated at 1/2 of the applicable daily allowance for such items.

A background actor who has been fitted shall be paid not less than a full day's agreed wages if not given employment in the production for which the background actor was fitted. The rate of fittings shall be based on the classification in which the background actor is employed on his first day of employment on which he/she is required to wear the costume for which he/she is so fitted.

# **BACKGROUND ACTORS**

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## **WARDROBE TESTS - New York**

Background actors notified in advance may do wardrobe tests for more than one production or photoplay or in one or more episodes of one or more series for the same day's pay.

## **WARDROBE ALLOWANCE - West Coast and New York**

When a background actor reports to work in the specified wardrobe and brings one or more complete changes at the Producer's request, the background actor shall be entitled to an allowance as follows:

\$9.00 first change  
\$6.25 additional

The background actor who is required to and does furnish formal attire, a fur, national dress costume, a white palm beach or tropical suit, a uniform or period wardrobe shall be paid an allowance of \$18.00 (\$36.00 for police uniforms) for the maintenance of each such type of wardrobe furnished at the request of the Producer.

## **BACKGROUND ACTOR REQUIRED TO BRING PERSONAL EQUIPMENT**

When a background actor is directed to and reports with the following items, said player shall be paid the applicable allowance listed below. If the background actor is required to bring wardrobe, car or accessories to a costume fitting or an interview, he/she shall receive 1/2 of the applicable daily allowance.

Automobile	\$35.00 for photographic purposes
Bicycle	\$12.00*
Binoculars or opera glasses	\$5.50
Camera	\$5.50 per day
Golf club and bag	\$12.00
Luggage	\$5.50 each piece per day (does not include handbag)
Moped	\$15.00*
Motorcycle	\$35.00*
Motorcycle (Police)	\$50.00*
Pets	\$23.00 per pet per day
Radios (large portable)	\$5.50
Skates	\$5.50
Skateboard	\$5.50
Skis	\$12.00 includes poles and boots
Tennis racquet	\$5.50 only if not already being paid as part of a tennis wardrobe allowance
Trailer	\$19.00*

The Producer shall negotiate with the background actor a rate for supplying any prop for which a rate is not specified in the Schedule, but which is specifically requested by the Producer.

\* Who is directed to and who does report with.

## **DAMAGE TO WARDROBE OR PROPERTY**

An employee is entitled to compensation if his belongings are damaged during the course of employment.

# BACKGROUND ACTORS

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## OVERTIME

### **SAG - West Coast - Los Angeles**

If a Background actor works more than eight hours (excluding meals) in a given day, he/she would be entitled to overtime. The time worked after the 8th, through the 12th hours are to be paid at 1-1/2 x the basic hourly rate. (The basic hourly rate is the background actor's base rate plus the adjustments for wet, smoke, snow, body make-up, skull caps and hair goods.)

Work performed between the 13th through the 15th hours, is to be paid at 2x the basic hourly rate. The provisions for the 16th hour and beyond are covered under the section title 16 hour rule.

Weekly overtime shall be paid after 40 hours of work based on the daily overtime provisions stated above. However, if a sixth or seventh work day occurs, refer to the provisions for work on the sixth or seventh day.

### **SAG - New York**

If a background actor works more than eight hours in one day, he shall be paid 1-1/2 x his hourly rate for the 9th and 10th work hour and 2x for any 11th through 15th work hours.

## **ADDITIONAL COMPENSATION**

The amount of such additional compensation shall be written on the background actor talent voucher by a designated official of the Producer in the presence of the background actor and such additional compensation shall be paid in accordance with Paragraph 49 hereof, "Payment Requirements."

## **SIXTEEN-HOUR RULE**

Background Actors employed in excess of 16 hours (including meal periods which are normally not included, travel time, and actual time required to turn in wardrobe or property), shall be paid a penalty of one day's pay (at that day's rate) for each excess hour or fraction thereof. Such penalty shall be paid at straight time, unless penalty occurs on a 6th or 7th consecutive work day or holiday.

## **SIXTH DAY, SEVENTH DAY AND HOLIDAYS**

### **Los Angeles -**

Studio Workweek -Work on a Saturday and/or Sunday is paid at straight time, unless such weekend day is the player's 6th or 7th for a given Producer. Then the player shall be paid at 1-1/2 x for Saturday and 2x for Sunday.

Holidays -In-studio, a background actor employed on the day before and the day after a holiday shall be paid at straight time for the holiday. Holidays not worked on distant location are paid at straight time; holidays worked are paid at 2x.

# **BACKGROUND ACTORS**

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## **SIXTH DAY, SEVENTH DAY AND HOLIDAYS**

### **New York -**

Studio Workweek – A background actor shall be paid 1-1/2 x for 6th day worked within a studio work week or for work on a Saturday in a studio work week in which the Producer has designated Saturday as a regular day off. Double time is paid for the 7th day worked within a studio work week or for work on a Sunday in a studio work week in which the Producer has designated Sunday as a regular day off.

Distant Location Workweek -Work on the 6th day on distant location shall be at straight time. Un-worked 6th day on distant location shall be paid an allowance of one day's pay. A background actor shall be paid 2x for the 7th day worked if the performer works seven days within a distant location workweek or for work on a Sunday in which the Producer has designated Sunday as the regular day off. A background actor who works on any designated 6th or 7th day in a distant location workweek that is not a Sunday shall be paid at straight time.

Holidays - Holidays not worked on distant location are paid at straight time; holidays worked are paid at 2x. In-studio, a background actor employed on the day before and the day after a holiday shall be paid at straight time for the holiday.

## **HOLIDAYS - LOS ANGELES AND NEW YORK**

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day shall be recognized holidays. If a holiday falls on a Saturday, the preceding Friday shall be considered the holiday and if a holiday falls on a Sunday, the following Monday shall be considered the holiday. However, on distant location Saturday holidays will be recognized on Saturday.

## **WORKING IN A HIGHER CLASSIFICATION**

A player is entitled to be paid at the highest level of his work for that day irrespective of the length of time actually worked at such higher level.

## **OMNIES**

Any background actor who speaks atmospheric words, commonly known in the industry as "omnies" is entitled to the basic wage for that particular call.

## **WET \*, SNOW \*, OR SMOKE WORK \***

A background actor required to get wet or to work in snow or smoke shall receive additional compensation of \$14.00 per day. He may refuse to get wet or to work in snow or smoke unless such additional adjustment is previously agreed upon. A background actor shall not be entitled to such adjustment if he is wearing swimming or surfing gear required for the scene or is wearing appropriate snow apparel.

A background actor not notified at the time of booking that wet, snow or smoke work is involved may refuse to perform and will receive a half day's pay, or payment for actual time worked.

When background actors are required to get wet or to work in snow, the Producer will provide a private place to change into dry clothes for meal breaks and at dismissal.

\* Adjustments to the basic rate for purposes of overtime computation.

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## **BACKGROUND ACTORS**

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### **BODY MAKE-UP\*, SKULL CAP\*, AND HAIR GOODS\***

A background actor who is directed to and does have body make-up or oil applied to more than 50 per cent of his/her body and/or is required to and does wear a rubber skull cap, and/or who 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 or is required to and does furnish his/her own wig, shall be entitled to additional compensation of \$18.00 per day.

\* Adjustments to the basic rate for purposes of overtime computation.

It is also understood and agreed that any woman background actor required to have body make-up applied to her arms, shoulders and chest while wearing a self-furnished low-cut gown, and any background actor, whether a man or woman, is required to have body make-up applied to his full arms and legs shall be entitled to such additional compensation therefore.

### **HAIRCUTS**

Where a background actor's hair is required to be cut in connection with a call, the Producer will provide advance notice of such haircut at the time of booking. Such haircut may not take place earlier than two working days before the work call. If advance notice is not given at the time of booking, the background actor may refuse the call without prejudice and shall not be entitled to compensation.

### **OTHER PROVISIONS**

#### **CANCELLED CALLS**

The Producer shall have the right to cancel a call for any of the following reasons: illness in principal cast; fire, flood, or other similar catastrophe; government regulations or order issued due to a national emergency. In the event of any such cancellation, unless the Producer cancels the call before 6 p.m. of the day preceding the call, he shall pay the background actor compensation for 1/2 day's pay.

#### **WEATHER PERMITTING CALLS**

When scheduled photography is canceled because of weather conditions, background actors reporting pursuant to a weather permitting call, shall be paid 1/2 day's pay, which shall entitle the Producer to hold the background actor for not more than four hours. The background actor shall receive a 1/4 check for each additional two hours or fraction thereof.

#### **SANITARY PROVISIONS**

The Producer shall supply:

- 1) pure drinking water
- 2) suitable number of seats on each set or location
- 3) dressing rooms in which background actors may change their clothes in comfort and privacy
- 4) lockers or other provisions for safeguarding employee's belongings
- 5) adequate toilet facilities

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# BACKGROUND ACTORS

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## WORKWEEK

The workweek consists of seven consecutive calendar days and begins with the background actors first day of employment. The payroll week runs from midnight Saturday to midnight Saturday.

## PAYMENT

### **Los Angeles**

Each background actor shall receive payment on Thursday for services performed in the preceding payroll week. In the event the Producer fails to postmark a background actor's paycheck on the regular pay day, there shall be a \$3 per day late payment charge assessed beginning to accrue on the day following, excluding Saturdays, Sundays and holidays, until paid in full (maximum \$75.00).

### **New York**

Background actors' checks must be delivered to the guild by Friday of the week following the week of employment. Payment must be accompanied by a copy of the voucher indicating hours of work and signed by the background actor. Late payment damages of \$3 per day (excluding Saturdays, Sundays and holidays) are due each background actor for untimely receipt of payroll checks, without cutoff.

## AGENCY FEE

Producer shall pay any agency fee.

## RECLASSIFICATION OF BACKGROUND ACTORS AS ACTORS\*\*

Groups of persons working as background actors, when required to speak dialogue in unison shall be reclassified as actors except in the following cases:

- 1) Groups 5 + - utter in unison exclamatory words or phrases as distinguished from a line of dialogue; or speak in unison traditional or commonplace dialogue which the ordinary person might be presumed to know i.e. the Pledge of Allegiance
- 2) Groups 15 + - background actors photographed as a group and speaking lines in unison shall not be reclassified to the acting category unless required to memorize the lines prior to reporting to the place of work.

\*\* Also see Hazardous Work on [page 11 - 3](#).

## STANDARD OPENINGS AND CLOSINGS

In addition to the minimum rates and conditions, up to a maximum of 15 background actors who are specifically selected for and are employed in any particular standard opening and closing shall receive additional compensation in the amount of the applicable background actor rate in effect.

## HEALTH AND WELFARE

For information regarding employer contributions (FICA, FUI, P H & W), see Fringes [pg. 3-7](#).

## TRAVEL INSURANCE

If the Producer requires the background actor to travel by air, he shall purchase for such employee a minimum of \$50,000 of accident insurance for death or dismemberment.

# BACKGROUND ACTORS

## LOS ANGELES BACKGROUND ACTORS THEATRICAL & TELEVISION FILMS *Effective from 6/10/2009 through 6/9/2010*

		GENERAL		SPECIAL ABILITY		STAND IN	
Time In Minutes	Tenths of an Hour	Time and One-Half	Double Time	Time and One-Half	Double Time	Time and One-Half	Double Time
0-6	.10	\$2.51	\$3.35	\$2.70	\$3.60	\$2.79	\$3.73
7-12	.20	5.03	6.70	5.40	7.20	5.59	7.45
13-18	.30	7.54	10.05	8.10	10.80	8.38	11.18
19-24	.40	10.05	13.40	10.80	14.40	11.18	14.90
25-30	.50	12.56	16.75	13.50	18.00	13.97	18.63
31-36	.60	15.08	20.10	16.20	21.60	16.76	22.35
37-42	.70	17.59	23.45	18.90	25.20	19.56	26.08
43-48	.80	20.10	26.80	21.60	28.80	22.35	29.80
49-54	.90	22.61	30.15	24.30	32.40	25.14	33.53
55-60	1.00	25.13	33.50	27.00	36.00	27.94	37.25

	DAILY RATE	STRAIGHT HOURLY
GENERAL	\$134.00	\$16.75
SPECIAL ABILITY	144.00	18.00
STAND IN	149.00	18.625

## NEW YORK BACKGROUND ACTORS THEATRICAL & TELEVISION FILMS *Effective from 6/10/2009 through 6/9/2010*

		GENERAL		SPECIAL ABILITY		STAND IN	
Time In Minutes	Tenths of an Hour	Time and One-Half	Double Time	Time and One-Half	Double Time	Time and One-Half	Double Time
0-6	.10	\$2.51	\$3.35	\$2.70	\$3.60	\$2.79	\$3.73
7-12	.20	5.03	6.70	5.40	7.20	5.59	7.45
13-18	.30	7.54	10.05	8.10	10.80	8.38	11.18
19-24	.40	10.05	13.40	10.80	14.40	11.18	14.90
25-30	.50	12.56	16.75	13.50	18.00	13.97	18.63
31-36	.60	15.08	20.10	16.20	21.60	16.76	22.35
37-42	.70	17.59	23.45	18.90	25.20	19.56	26.08
43-48	.80	20.10	26.80	21.60	28.80	22.35	29.80
49-54	.90	22.61	30.15	24.30	32.40	25.14	33.53
55-60	1.00	25.13	33.50	27.00	36.00	27.94	37.25

	DAILY RATE	STRAIGHT HOURLY
GENERAL BACKGROUND ACTOR	\$134.00	\$16.75
SPECIAL ABILITY	144.00	18.00
STAND IN	149.00	18.625