

A25 – RISK PERFORMANCE

- A2501 Performers shall not as a rule be required to undertake Risk Performances. Whenever possible, Producers shall engage qualified Stunt Performers to undertake such work.
- A2502 Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a Risk Performance, they may
- (a) negotiate an additional fee, which shall not be less than the fee for a Stunt Performer, or
 - (b) refuse to perform the Risk Performance, but such Performers shall be paid fully for the engagement.
- A2503 Notwithstanding any agreement to proceed, the Parties reserve the right to review the circumstances and require that a Stunt Fee be paid. If the Parties fail to agree, the matter may be referred to the Joint Standing Committee.

A26 – STUNT PERFORMANCE AND COORDINATION

- A2601 **Categories** The following are the stunt performance categories:
- (a) **Stunt Performer** A Performer specially trained and knowledgeable in the engineering and performance of stunt work, as the term is generally understood in the industry, relating to a performance that would be considered dangerous if not performed by a Performer with such special training.

- (b) **Stunt Actor** A Stunt Performer who is engaged to enact a character (which may include up to ten [10] words) and who performs Stunt work.
- (c) **Stunt Double** A Stunt Performer who performs only the physical double for the character that the Performer was assigned to double.
- (d) **ND Stunt** A Stunt Performer who is engaged to perform a nondescript stunt or a general stunt that is not attributed to a specific character.
- (e) **Stunt Coordinator** A Stunt Coordinator is responsible for the creation and engineering of stunts and the engagement of Stunt Performers. The Stunt Coordinator must be a member of ACTRA and be an experienced and qualified Stunt Performer. In consultation with and subject to the approval of the Producer, the Stunt Coordinator is responsible for determining
 - (i) the number and category of personnel required for the stunt,
 - (ii) the amount of stunt adjustment that is required for each performance of each stunt, and
 - (iii) the safety precautions that are required for each stunt.
- (f) **Associate Stunt Coordinator** On all Productions that qualify as Canadian content and on which a non-Canadian Stunt Coordinator is engaged (subject to Article A7), the Producer shall also engage a Canadian Performer as an Associate Stunt Coordinator, whose terms and conditions of engagement shall be no less than those specified herein for the category of Stunt Coordinator.

A2602 Fees

- (a) **Stunt Performer** The minimum daily fee shall be that set out in Article B101, Category (a), plus residual payments or Use fees.
- (b) **Stunt Fee** The fee for a Stunt Performer to perform a stunt shall be that set out in Article B101, Category (a), plus any additional amount (stunt adjustment) that may be negotiated

between the Stunt Performer and the Producer in relation to the difficulties, danger, and other pertinent details regarding the stunt to be performed.

- (c) **Performance of Same Stunt on Same Day** A twenty-five percent (25%) discount of the negotiated stunt fee may be applicable for the re-performance of a stunt if the same Stunt Performer, for any reason, is required to repeat the same stunt on the same day.
- (d) **Stunt Actor** The minimum daily fee shall be that set out in Article B101, Category (a), plus fifty percent (50%) only on those days in which the Stunt Actor performs the Role, plus residual payments or Use fees.
- (e) **Stunt Double/ND Stunt Performer** The minimum daily fee shall be that set out in Article B101, Category (a), subject to Article A2201 with respect to additional categories and/or Roles performed, plus residual payments or Use fees.
- (f) **Stunt Coordinator** The minimum daily fee shall be that set out in Article B101, Category (f) for an eight (8) hour day, with no residual payments or Use fees and no meal or turnaround penalties. Work in excess of eight (8) hours shall be payable in accordance with Article A12.
- (g) **Conditions for a Weekly Contract** The weekly rate as set out in Article B201 shall apply only to Stunt Performers, Stunt Doubles, and ND Stunt Performers. Engagement under a weekly contract includes the performance in any one (1) of the foregoing stunt performance categories per day during a specific five (5) day week. Any additional performance in any one (1) day requires an additional contract(s).
- (h) **Consultation for Stunt Performer** There shall be a consultation fee of \$165.00 / \$170.00 / \$175.00, for which a Stunt Performer may be available for up to four (4) hours, with additional hours thereto to a maximum of eight (8) hours payable at the Stunt Performer's hourly rate, when called by the Producer to discuss the feasibility and/or planning and/or engineering of a Stunt. The foregoing fee will not be payable on days when such Stunt Performer is engaged to perform such stunt.

- (i) **Consultation for Stunt Coordinator** There shall be a consultation fee of \$378.75 / \$390.25 / \$401.75 for which a Stunt Coordinator shall be available for four (4) hours, beyond which the Stunt Coordinator shall be entitled to the daily fee.
- (j) **Stunt Performer Enacting Role** Except as provided for in Article A2602(d), the Contracted Fee for a Stunt Performer or Stunt Double shall be exclusive of any performance in a residual category (e.g., Principal Actor, Actor, etc.). If the Stunt Performer, in addition to performing the Stunt, also enacts the Role of the character involved in the stunt (with the above-noted exception for a Stunt Actor Role), an additional performance fee applicable to such performance category shall be the Stunt Performer.

A2603 Audition The Producer may audition a Stunt Performer in order to establish the suitability of the Stunt Performer for photographic reasons or for reasons relating to an acting performance. However, a Performer so auditioned shall not be required to perform the intended stunt on a trial basis for Audition purposes.

A2604 Contract of Engagement Prior to any stunt performance, a contract will be signed between the Performer and the Producer specifying

- (a) the precise nature of the stunt to be performed,
- (b) the Performer's agreement to perform the stunt as specified,
- (c) the amount of the stunt fee for each performance of the stunt, and
- (d) the nature of the agreement between the parties concerning indemnity.

A2605 Stunt Doubling for Females, Visible Minorities and Performers with Disabilities Where a Stunt Performer doubles for a Role that is identifiable as female or a visible minority, and/or a Performer with a disability, and the race and/or sex of the double is/are also identifiable, every effort shall be made to cast qualified persons of the same sex and/or race involved. Where the Stunt Performer is not so identifiable, the Producer shall use best efforts to increase

the employment of women and visible minorities and/or Performers with disabilities with due regard for safety for such stunts.

A2606 Creating and Engineering Stunts The creation and engineering of a stunt and the engagement of other Stunt Performers shall be governed by the following:

- (a) Actual work involved in accomplishing the stunt, including engineering and planning details, shall be satisfactory to the Stunt Performer, particularly when the Performer has not been retained to engineer and/or plan the stunt as well as perform in it.
- (b) In creating, performing, or engineering a stunt, a Stunt Performer may also be contracted for a negotiable fee to engage other Stunt Performers who may be known to that Stunt Performer as specialists in the stunt work of the particular type required (e.g., auto crashing, stunt work with horses, tree felling, etc.) Casting of additional Stunt Performers when required shall be mutually satisfactory to the Producer and to all Stunt Performers engaged for the same stunt.

A2607 Scripted Stunts Except for bona fide emergencies, no Background Performer hired as such may be engaged for scripted stunts on any Production if, on that day, the Background Performer was engaged as a Background Performer in the same Production.

A non-scripted stunt is a stunt not called for or contemplated by the action in the script, and not preplanned, preconceived, or deliberately omitted for the purpose of evading this rule.

A2608 Safety and Protection of Performers

- (a) A paramedic or registered nurse shall be present on all sets where hazardous work is planned. The Producer shall properly equip this person, establish the capabilities of nearby medical facilities, and provide transportation and communication with these facilities.

- (b) When a Production requires scripted or non-scripted stunts, a Stunt Coordinator shall be engaged and present on the set where appropriate in accordance with customary industry practice. No Performer without requisite training and/or experience shall be required to perform a stunt without an opportunity for prior consultation by the Performer with such qualified Stunt Coordinator, or other individual with the requisite experience and/or expertise in the case that a Stunt Coordinator is not required.
- (c) Persons involved in the planning and/or execution of a stunt shall be entitled to inspect any vehicle, mechanical device, and/or equipment that is to be used in the execution of such stunt, on the day prior to its use, provided that the equipment is available. In any event, such persons shall be granted reasonable time for such inspections. No payment shall be due for such final inspections.
- (d) Producers shall instruct Stunt Coordinators to notify the local ACTRA office of scripted stunts involving non-Stunt Performers, which notice shall include the date, location, and Producer involved, to the extent known.
- (e) The Performer's consent shall be a requisite precondition to performing stunts or Risk Performances. This consent shall be limited to the stunt or activity described to the Performer at the time consent was solicited. The Performer does not have to consent; the Performer may always request a double.
- (f) All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by the Producer or the Producer's representatives on the set or location.
- (g) Equipment provided by the Producer (e.g., autos, motorcycles, wagons) shall be in suitable repair for the safe and proper performance of the stunt.
- (h) No Performer shall be required to work with dangerous animals without a qualified handler or trainer being present on the set.

- (i) No Stunt Performer shall be rigged with an explosive device of any kind without the presence of a special effects person qualified in the film and television industry and a member of the police Emergency Task Force squad or equivalent (e.g., a member of the Sûreté du Québec) with appropriate special explosives training on the set. All Performers rigged with an explosive device (e.g., squibs) shall be considered to be undertaking a Risk Performance.
- (j) Stunt Performers shall have the right to negotiate for additional compensation for any stunt work required that is over and above that originally agreed upon.

A2609 Safety Guidelines The Producer shall obtain and adhere to all applicable safety guidelines issued by the applicable provincial government ministries. The Producer further agrees to co-operate in disseminating such guidelines and adhering to future addenda and/or changes implemented by such ministries. When weapons are to be fired, the Producer, through the Stunt Coordinator, shall use best practices to ensure that all Performers directly involved, including those Performers at whom the weapon is aimed or fired, are properly trained.

A2610 Insurance for Stunt Performers The Producer is obligated to provide that its general liability insurance policy covers Stunt Performers and Coordinators.

A2611 Stunt Driving Guidelines When the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer:

- (a) when any or all wheels leave the driving surface;
- (b) when tire traction is broken (i.e., skids, slides, etc.);
- (c) when the driver's vision is substantially impaired by dust, spray (when driving through water, mud, etc.), blinding lights, restrictive covering of the windshield, smoke, or any other condition restricting the driver's normal vision;

- (d) when any aircraft, fixed-wing or helicopter, is flown in close proximity to a vehicle, creating hazardous driving conditions;
- (e) whenever the speed of the vehicle is greater than is safe for the condition of the driving surface; when other conditions exist such as the close proximity of two or more vehicles or unusual road conditions; when obstacles or difficult terrain creates conditions dangerous to the driver, passengers, film crew, bystanders, or the vehicle; and when off-road driving other than normal low-speed driving for which the vehicle was designed occurs.
- (f) When for safety reasons a Performer is doubled on camera as the driver of or passenger in a vehicle, the Stunt Double shall qualify as a Stunt Performer.