

# PACT BECTU AGREEMENT

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TERMS AND CONDITIONS FOR ENGAGING CREW ON SCRIPTED TV

EFFECTIVE FROM 1 JANUARY 2023

## A. APPLICABILITY

### 1 COLLECTIVE AGREEMENT

- 1.1 Pact agrees to recognise Bectu and Bectu agrees to recognise Pact for the purpose of collective bargaining as the sole representative organisations of workers (“Workers”) and independent television producers (“Producers”) within the application of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements (including the 2017 agreement), guidance, arrangements and understandings between the parties, including recommended terms published by or on behalf of Pact or individual Bectu departments or branches, whether written or oral, relating to its subject matter.
- 1.3 Pact and Bectu pledge to use their best endeavours to ensure the spirit of this Agreement is honoured and maintained by their respective members. Pact and Bectu pledge not to endorse, publish, support or recommend any terms which vary, or purport to vary, the terms of this Agreement.

## 2 SCOPE

- 2.1 This Agreement applies to all scripted television produced in the UK by any UK independent production company, or any non-UK production company engaging UK-based crew in the UK (collectively “Qualifying Productions”).
- 2.2 The term “television” as used in Clause 2.1 above shall include all forms of television whether now existing or hereafter invented and shall include made for TV features, subscription television, SVOD and other forms of video on demand.
- 2.3 Multi-camera productions (both studio and outside broadcast), features, continuing drama/soaps, factual (including factual that incorporates an element of dramatic reconstruction), documentary and light entertainment are excluded from the scope of this Agreement.
- 2.4 Any location filming outside the UK as part of a production to which this Agreement applies pursuant to Clause 2.1 above shall be governed by the terms of this Agreement unless this Agreement expressly states otherwise..

## 3 BUDGET BANDS

- 3.1 Each Qualifying Production shall be categorised as falling in to one of four budget bands based on the budgeted cost of one broadcast hour of television (excluding breakage) as follows:

|               |                       |
|---------------|-----------------------|
| Budget Band 1 | up to £850,000        |
| Budget Band 2 | £850,000-£3,000,000   |
| Budget Band 3 | £3,000,000-£7,000,000 |
| Budget Band 4 | above £7,000,000      |

- 3.2 From 1 January 2024 the budget bands are revised to:

|               |                       |
|---------------|-----------------------|
| Budget Band 1 | up to £1,250,000      |
| Budget Band 2 | £1,250,000-£3,000,000 |
| Budget Band 3 | £3,000,000-£8,000,000 |
| Budget Band 4 | above £8,000,000      |

- 3.3 The Producer shall notify Workers of the Budget Band the engagement falls into in the Deal Memo (as defined in Section C of this Agreement).

## 4 IMPLEMENTATION AND REVIEW

- 4.1 This Agreement will apply to all Qualifying Productions, existing and new, from 1 January 2023 ("Implementation Date") subject to the following transition phase: where a production has commenced principal photography in 2022 and has completed more than 50% of its filming schedule in 2022, it shall not have to implement this Agreement for any Worker in any department provided it is scheduled to complete principal photography by 31 March 2023.
- 4.2 Officials from Pact and Bectu will meet every six months from the Implementation Date to review how this Agreement is working and will jointly agree any clarifications in interpretation as may be necessary. Where agreed, Pact and Bectu officials may ask representatives to attend. Pact and Bectu agree not to unilaterally publish guidance on this Agreement.
- 4.3 This Agreement will continue in full force and effect for a minimum of 3 years from the Implementation Date, i.e. until 1 January 2026, after which either party can give six months' notice in writing to terminate this Agreement.

## B. CORE TERMS OF ENGAGEMENT

### 1 THE WORKING DAY

#### 1.1 Contracted Hours

Each Worker will be issued with a deal memo specifying the main conditions of their engagement (the “Deal Memo”) and setting out the standard contracted hours which the Worker is required to work before Overtime (as defined in Clause 7 of the Core Terms) is due (“Contracted Hours”).

#### 1.2 The Shooting Day

The shooting day is paid as 10 Contracted Hours and may be scheduled in three different ways (or in any combination of these):

Standard Working Day (“SWD”): 10 shooting hours with 1 hour unpaid lunch break for all on-set crew, for example 8am-7pm.

Semi-Continuous Working Day (“SCWD”): 9.5 shooting hours with an unpaid lunch break of 30 minutes, for example 8am-6pm.

Continuous Working Day (“CWD”): 9 shooting hours without a formal break or general cessation of work but allowing for a rest break of no less than 20 minutes for all on-set crew, the timing of which shall be arranged by Workers within their department, for example 8am-5pm.

#### 1.3 Contracted Work Before And After Shooting Day

Workers in the following departments are engaged to provide and are paid for 10 + 1 + 1 Contracted Hours during the shooting period:

Assistant Directors  
Costume  
Hair and Make-up (and Prosthetics)  
Locations  
Production  
Script Supervisors

1.4 Daily Rate, Hourly Rate and Additional Contracted Hour

- (a) The term “Basic Daily Rate” as used in this Agreement shall refer to the contractual rate payable to a Worker for a 10 hour day, and a Worker’s “Hourly Rate” shall refer to their Basic Daily Rate divided by 10. The expression “Daily Rate” where used in this Agreement shall refer to the 10 + 1 or the 10 + 1 + 1 daily rate as applicable.
- (b) Workers who work for the departments specified in Clause 1.3 of the Core Terms are contracted for 11 Contracted Hours during the shooting period. The eleventh hour (“Additional Contracted Hour”) is paid at the Worker’s Hourly Rate. For example, if the Basic Daily Rate is £250, the Additional Contracted Hour will be paid at the Hourly Rate of £25.

- (c) The Deal Memo will specify this as follows:

Shooting Period:

|  |             |
|--|-------------|
| Total Contracted Hours                         | 11          |
| 10 shooting hours (Basic Daily Rate)           | £250        |
| Additional Contracted Hour<br>(at Hourly Rate) | £25         |
| Total Daily Rate                               | <u>£275</u> |

- (d) Workers contracted to provide the Additional Contracted Hour during the shooting period may be contracted on any of the three shooting days as follows:

SWD 10 shooting hours plus Additional Contracted Hour

SCWD 9.5 shooting hours plus Additional Contracted Hour

CWD 9 shooting hours plus Additional Contracted Hour

- (e) Payment for the Additional Contracted Hour is guaranteed even where the Worker works less than their Contracted Hours.
- (f) The Additional Contracted Hour cannot be aggregated across the working week.
- (g) The Additional Contracted Hour does not constitute Overtime and forms part of the standard working day during the shoot period.

## 1.5 The Standard Day For Non-Shooting Crew

- (a) The standard day for non-shooting crew is a SWD (10 + 1 hours with an unpaid lunch hour).
- (b) Work done on non-shooting days and work done by non-shooting crew is always contracted on a SWD basis. This will be specified in the Deal Memo.
- (c) A Head of Department may request that specified individuals within their department are temporarily scheduled on a non-shooting SCWD or CWD. This request should only be made when that individual's work load is not expected to exceed their Contracted Hours, and then in exceptional circumstances only. This request may be made only by the Head of Department and will be subject always to prior written approval from either the Line Producer or Producer's Nominated Representative.
- (d) Overtime on a non-shooting SWD or SCWD should only be incurred in very exceptional circumstances and only with prior written approval from the Producer's Nominated Representative.
- (e) Where Overtime is incurred on a non-shooting SCWD the Producer may elect to revert the pattern to a SWD with immediate effect from the following day's schedule.
- (f) Non-shooting CWDs do not incur Overtime.

## 1.6 Ready For Work And Packing Up

- (a) For all departments (other than the departments specified in Clause 1.3 of the Core Terms), the Worker's Basic Daily Rate is deemed to include an amount of time for prep and wrap that is customary to that Worker's department to ensure that the Worker is ready to start the working day at their Individual Call Time (as defined in Clause 1.7 of the Core Terms).
- (b) No specific time will be allocated to this in the Deal Memo.

## 1.7 Call Times

- (a) During pre-production Producers and Heads of Department will discuss the requirements of the shoot and the shooting schedule, department size, where dailies may be needed and, as part of these discussions, the unit

call time for each shooting day (“Unit Call Time”) and to the extent possible at this stage each Worker’s individual call time (“Individual Call Time”).

- (b) During each day of the shooting period, following discussions between the Producer’s Nominated Representative and the relevant Head of Department, each Worker will be given a call sheet. Taking into account the next day’s filming requirements and the Head of Department’s advice, the call sheet will specify the next day’s Unit Call Time. In the main this is not expected to vary much, if at all, from the Unit Call Time proposed in pre-production, or at the time the shooting schedule was issued.
- (c) For all departments, the Worker’s Individual Call Time will either be the Unit Call Time, or if different to the Unit Call Time, the call time as specified on the call sheet.
- (d) Any Individual Call Time that varies from the Unit Call Time will have been discussed with that Worker’s Head of Department and must be pre-approved in writing by the Line Producer.

#### 1.8 Split Days

- (a) A Split Day is a filming day with a camera finish between 9pm and 11pm.
- (b) Producers can schedule Split Days during the shooting period as they may elect. However there is a cap on the number of Split Days that a Worker working on a Qualifying Production shooting in the UK can work before that Worker is due a premium:

Worker (including daily) engaged for 0-7 weeks of a shooting schedule:

No cap on Split Days

Worker (including daily) engaged for over 7 weeks of a shooting schedule:

40% of total filming days in a Worker’s overall shooting schedule may be Split Days.

- (c) The Producer will pay a £30 premium to each Worker for each Split Day worked in excess of that Worker’s agreed cap. A Split Day is worked if the Worker works any part of the shooting hours 9pm-11pm.

- (d) Split days are reconciled at the end of a Worker's contract and any premium due paid at the end of the contract.

## 1.9 Early Call

- (a) With the exclusion of any time which constitutes Night Work under Clause 5 of the Core Terms, time worked at the Producer's request or prior approval before 06.00 ("Early Call") is paid at an enhanced rate. The enhancement is 0.5T, so that the time spent working before 06.00 (rounded up to the nearest 15 minutes) is paid at the rate of 1.5T.
- (b) Early Call does not constitute Night Work and will not attract any additional entitlements under Clause 5 of the Core Terms.
- (c) Early Call is not Overtime and is not capped at the Maximum Overtime Rate (as defined in Clause 7 of the Core Terms).

## 2 THE WORKING WEEK

### 2.1 Week Schedules

Producers work predominantly on the basis of 5 day weeks, typically Monday to Friday but Producers may nominate any day as a working day due to production exigencies or may engage Workers for fewer than 5 days a week (for example, to enable part time work and job sharing). Subject to any standard or pre-agreed hiatus or stand-down called on reasonable notice Workers will be contracted to work, on average, 10 days per fortnight.

### 2.2 Weekend Working

- (a) Weekend working must be scheduled on minimum 2 weeks' notice in order for Workers to be contractually obliged to undertake such work.
- (b) In the event of less than 2 weeks' notice, the Worker has no obligation to work that weekend. Workers who elect not to work a weekend where they have not been given sufficient notice will take the day(s) as unpaid rest day(s).
- (c) Workers who are given a minimum 2 weeks' notice will be required to work that weekend but may request leave in the usual way, in accordance with Clause 11.5 of the Core Terms



- (d) Weekend working is paid at the Worker's Daily Rate unless the provisions relating to sixth or seventh consecutive days apply.

### 2.3 Sixth Consecutive Days

- (a) A sixth consecutive shooting day is paid at 1.5T.
- (b) A sixth consecutive day worked at the Producer's request or with the prior written approval of the Producer's Nominated Representative which is a non-shooting day is paid as follows: the 10 hour Basic Daily Rate at 1T for up to 6 hours worked or the Basic Daily Rate at 1.5T for more than 6 hours worked. If prior written approval is not given there will be no payment due.
- (c) If the sixth consecutive day worked is a UK bank holiday, the Daily Rate is 2T in lieu of the rate specified in Clause 2.3(a) and 2.3(b) of the Core Terms.

### 2.4 Seventh Consecutive Days

- (a) A seventh consecutive day worked at the Producer's request or with prior written approval is paid at 2T.
- (b) Producers will not schedule 7 consecutive filming days for any one Worker.

### 2.5 Prohibition On More Than Seven Consecutive Days

- (a) Eight consecutive days' work is strictly prohibited.
- (b) In no circumstances should any Worker ever work more than seven consecutive days and Workers who have worked seven consecutive days must take a rest day. Heads of Department and Producers agree to ensure compliance with this rule for crew working on non-shooting days.

## 3 ELEVEN DAY FORTNIGHTS

- 3.1 Producers can schedule 11 day fortnights during the shooting period as they may elect. However the following cap will apply to sixth days scheduled as part of an 11 day fortnight for each Worker working on a Qualifying Production while shooting in the UK:

| <u>Number of Shoot Weeks</u> | <u>Cap</u> |
|------------------------------|------------|
|------------------------------|------------|

|             |   |
|-------------|---|
| 0-8 weeks   | 4 |
| 9-12 weeks  | 5 |
| 13-16 weeks | 6 |
| 17-20 weeks | 7 |
| 21-24 weeks | 8 |
| And so on   |   |

3.2 In the event that the Producer requires the Worker to work an additional sixth day as part of an 11 day fortnight beyond the applicable cap, the Worker will be entitled to a £100 premium per additional sixth filming day worked beyond the cap.

3.3 The £100 premium is paid in addition to the applicable Daily Rate specified in the Deal Memo (and in the case of a sixth consecutive shooting day that rate shall be uplifted in accordance with Clause 2.3 of the Core Terms).

## 4 CLAWBACK

4.1 Clawback is the process of adjusting shoot hours each day to work backwards to an earlier call time for the unit.

4.2 Producers should consider the effect of clawback on a crew member's commute time (i.e. call time clashing with rush hour, etc), location/unit moves, extended days and so on. For this reason, production will take into account local traffic and travel conditions in calling crew where clawback is utilised.

4.3 Producers will avoid the unnecessary use of clawback.

4.4 Clawback permitted:

- (a) a maximum of 1 hour clawback per day on a SWD unless mutually agreed with Workers;
- (b) a maximum of 2 hours clawback per day where a CWD or SCWD is scheduled unless mutually agreed with Workers.

## 5 NIGHT WORK

- 5.1 Night Work is scheduled shooting hours worked past 11pm. (All Overtime after 11pm is paid at 2T in accordance with Clause 7.10 of the Core Terms.)
- 5.2 All Night Work is rounded up to the nearest 15 minutes.
- 5.3 Night Work is aggregated across the week and reconciled on a weekly basis. At the end of each week the total time spent undertaking Night Work in that week (capped at one working day) is either:
- (a) given back to the Worker as compensatory rest by the end of the week or on the first day of the following working week; or
  - (b) paid for at 1T in addition to the rate the Worker is otherwise entitled to for such time (effectively meaning that Worker receives a total of 2T for such time).
- 5.4 Where there have been four (4) or more consecutive weeks of Night Work and a full compensatory rest day is due at the end of the final week of Night Work in accordance with Clause 5.3 of the Core Terms, that compensatory rest day must be given as the first day of the following working week. Section D Example 1 provides an example of this.
- 5.5 Where a Worker's contract ends on a night working pattern that Worker will be automatically entitled to a paid rest day in lieu of any entitlements that would otherwise be due under Clause 5.3 of the Core Terms. This applies to all Workers including dailies, provided that no Worker shall be entitled to more than one paid rest day in accordance with this Clause per working week.
- 5.6 For clarity, a paid compensatory rest day does not constitute a working day.
- 5.7 Where the Producer elects to give compensatory rest back, this must be done on a working day, not a designated rest day. Section D Example 2 provides an example of this.

## 6 REST PERIODS AND BROKEN TURNAROUND

- 6.1 Producers shall comply with the Working Time Regulations in the scheduling of daily and weekly rest periods and should give Workers no less than 11 hours rest between the end of one work period and the commencement of the next (“Turnaround Period”).
- 6.2 In the event that the Worker is required to work during the Turnaround Period (“Broken Turnaround”):
- (a) the Producer shall wherever possible allow the Worker to take an equivalent period of compensatory rest, which may be taken by the end of the week in which the Turnaround Period is broken or the beginning of the following week; or
  - (b) time worked in breach of the Turnaround Period (rounded up to the nearest 15 minutes) will be paid at an enhanced rate of 0.5T (effectively meaning that the Worker receives a total of 1.5T for such time).
- 6.3 For the avoidance of doubt, where the Worker takes an equivalent period of compensatory rest in accordance with Clause 6.2(a) of the Core Terms no payment shall be due for that occurrence of Broken Turnaround.
- 6.4 The schedule for each 14 day period should include at least two scheduled rest days. Producers should endeavour to give Workers their Turnaround Period immediately prior to any scheduled 24 hour rest period. Rest days may be scheduled consecutively or separately.
- 6.5 Where a Worker is given two consecutive days off, Producers should endeavour to give Workers their Turnaround Period immediately prior to any scheduled 48 hour rest period.

## 7 OVERTIME

- 7.1 A Worker’s Contracted Hours shall be deemed to start from their Individual Call Time. When the Worker, at the Producer’s request or with the Producer’s prior approval, exceeds their total daily Contracted Hours, the time worked by that Worker in excess of their Contracted Hours shall constitute overtime (“Overtime”) and shall be payable as such in accordance with this Clause.

- 7.2 Overtime is payable at the Hourly Rate multiplied by 1.5T, subject to Clause 7.10 of the Core Terms and subject always to the Minimum Overtime Rate and the Maximum Overtime Rate specified below (“Overtime Rate”).
- 7.3 The Overtime Rate may be no less than £35 per hour (“Minimum Overtime Rate”), pro-rated for partial hours.
- 7.4 The Overtime Rate may be no more than £70 per hour or, if greater, the Worker’s Hourly Rate at 1T (“Maximum Overtime Rate”), pro-rated for partial hours.
- 7.5 Overtime (shooting and non-shooting) accrues in 15 minute increments.
- 7.6 Camera Overtime can only be called once and must be called as a specified number of 15 minute increments. No grace periods shall apply.
- 7.7 The Overtime Rate is also applied to the following penalties:
- (a) excess travel in accordance with Clause 8.3, Clause 8.4 and Clause 8.5 of the Core Terms; and
  - (b) delayed/curtailed meal breaks in accordance with Clause 10.2 of the Core Terms.
- 7.8 Broken Turnaround is compensated in accordance with Clause 6.2 of the Core Terms.
- 7.9 Each situation giving rise to a payment at the Overtime Rate accrues separately and may not be aggregated across the working day.
- 7.10 Overtime at 2T (“Enhanced Overtime Rate”):
- (a) Overtime for work after 11pm is paid at 2T, regardless of whether or not the Overtime worked is shooting or non-shooting work (for clarity Overtime after 11pm does not constitute Night Work – see Section D Example 3);
  - (b) Overtime on a UK Bank Holiday is paid at 2T;
  - (c) Overtime on a seventh consecutive day is paid at 2T
- in each case in lieu of the Overtime Rate and subject to the Minimum Overtime Rate and the Maximum Overtime Rate.

- 7.11 Camera Overtime on a CWD: Producers recognise that camera Overtime should not occur as a matter of course on a CWD. Accordingly, Producers agree that camera Overtime on a CWD should not be scheduled. If camera Overtime does take place on a CWD it should be unscheduled and subject to a cap of no more than 2 hours per working week. If the Producer wishes to ask a Worker to work Overtime in excess of this cap, this must be agreed locally, including agreeing an appropriate rate of pay.
- 7.12 Overtime on a sixth consecutive day (whether shooting or non-shooting) is paid at the Overtime Rate.
- 7.13 The Minimum Overtime Rate and Maximum Overtime Rate apply to all Overtime payable hereunder including Overtime payable at the Enhanced Overtime Rate as well as to any penalties which are paid at Overtime Rate.
- 7.14 Overtime does not arise where a Worker works fewer than their Contracted Hours.
- 7.15 Notwithstanding anything to the contrary hereunder, no time in excess of the Contracted Hours shall be worked, nor any services/travel undertaken, nor any meal breaks delayed/curtailed, where any of the foregoing would give rise to payment under this Agreement unless specifically requested by the Producer or pre-approved by the Producer's Nominated Representative.

## 8 TRAVEL

### 8.1 Definitions:

"Production Base" is usually the place where the production office will be located and will be so unless otherwise designated in the Deal Memo. A Producer can nominate one UK Production Base for each Worker.

"Unit Base" is usually the location of the catering, facilities vehicles and/or unit parking to service that day's shooting.

"Resident Location" is a place of work over 50 road miles from Production Base which a Worker cannot be expected to travel to and from each day.

- 8.2 Travel to Production Base: No payments will be made for time spent or costs associated with travelling from a Worker's home to and from Production Base.

- 8.3 Travel to Unit Base or filming location: Producers must elect on the Deal Memo which one of the following options applies to Workers for the duration of the engagement:
- (a) 30 Mile Radius: If the Producer selects this option, no payments will be made for time spent travelling to and from any place within 30 road miles of Production Base. Time spent travelling beyond the 30 road mile point to the place of work shall be compensated by payment at the Overtime Rate (calculated in 15 minute increments) or form part of the working day. The Producer will be responsible for the cost of travel beyond the point that is 25 road miles from the Production Base.
  - (b) Within The M25 (where the Production Base is within the M25): If the Producer selects this option, no payments will be made for time spent or costs associated with travelling to and from any place within the M25. Time spent travelling beyond the M25 to the place of work shall be compensated by a payment at the Overtime Rate (calculated in 15 minute increments) or form part of the working day, and the Producer will be responsible for the cost of travel beyond that point.
- 8.4 Travel via Unit Base: Travel in excess of 15 minutes to and 15 minutes from Unit Base to filming location shall be included in the working day where the Worker is required by the Producer to travel via Unit Base. Time shall be deducted from the working day to account for travel time in excess of 15 minutes between the Unit Base and filming location at the beginning and at the end of the day. If time is not deducted then a payment at the Overtime Rate shall be due for the excess travel time (calculated in 15 minute increments).
- 8.5 Travel to or from Resident Location: Where travel takes place for the purposes of work to a place more than 20 road miles or 30 minutes from the place at which overnight accommodation is provided, time spent travelling beyond 20 road miles or 30 minutes to the place of work shall be compensated by a payment at the Overtime Rate (calculated in 15 minute increments) or form part of the working day, and the Producer will be responsible for the cost of travel beyond that point.
- 8.6 Travel on scheduled rest days: Where a Worker elects to return home on a scheduled rest day when working at a Resident Location or outside the UK, time and costs spent travelling will not be paid. Where the Worker is asked to travel for the purposes of the production on a scheduled rest day the Producer shall agree a payment to compensate for disrupting a rest day.

- 8.7 Mileage and expenses: Mileage costs (for use of own vehicle where approved in advanced by the Producer) shall be reimbursed in accordance with HMRC guidelines. Where the Producer provides reasonably accessible transport or car allowance has already formed part of the Worker's deal terms or the Worker is driving a hired vehicle mileage costs will not be paid.
- 8.8 Travel on overseas locations: The base of operations on overseas locations will be deemed the Production Base for the duration of the overseas location filming and the Producer will be deemed to have selected the 30 Mile Radius option in Clause 8.3 of the Core Terms by reference to that base.
- 8.9 Travel Time: References to travel time in this Clause 8 of the Core Terms assume normal road traffic and weather conditions.
- 8.10 Travel days do not count for the purpose of calculating sixth and seventh consecutive days.
- 8.11 Expenses: Resident and overseas locations: Reasonable out-of-pocket Expenses (per diems) will be agreed by the Producer and referenced in the Deal Memo.

## 9 TRAVEL BY AIR

- 9.1 It is the Producer's responsibility to make necessary bookings where the Worker is required to travel by air. All flights shall be on scheduled passenger services, or on charter flights with safety standards that conform to those of the United Kingdom Civil Aviation Authority.
- 9.2 Time off after air travel: Producers shall take into account time changes and duration of travel in scheduling work following a period of air travel. For long-haul flights the Producer shall take into account the standard of seating and services afforded by that airline.
- 9.3 Excess Baggage: The Worker will be responsible for the cost of transportation of any excess baggage. Where such excess is caused by the carriage of pre-approved tools of the trade, or where agreed in advance between the Worker and the Producer, the cost of transportation of excess baggage will be the responsibility of the Producer.

## 10 PROVIDING AND PAYING FOR MEALS



- 10.1 SWD and SCWD: Where the Worker is required to work away from Production Base as part of the shooting crew, the Producer will provide lunch. If the Producer does not provide lunch the Producer will provide an agreed payment in lieu or shall reimburse the Worker the cost of lunch on production of a valid receipt (including VAT details where applicable). Payments and/or reimbursement of meal costs shall be subject to a reasonable maximum cost agreed in advance between the Producer and the Worker. Where no maximum cost has been agreed, payment will be made with reference to the HMRC guidelines provided that the Worker supplies valid receipts for the actual costs incurred.
- 10.2 During principal photography Workers are entitled to take their lunch break no later than 6 hours after the Unit Call Time. If Workers are asked by the Producer to:
- (a) delay their lunch break, then a penalty will be paid in 15 minute increments at the Worker's Overtime Rate for the period during which their lunch break is delayed, pro-rated for partial hours; or
  - (b) curtail their lunch break, then a penalty will be paid in 15 minute increments at the Worker's Overtime Rate for the period during which their lunch break is curtailed, pro-rated for partial hours and capped at 1 hour where the Worker is working a SWD and 30 minutes where the Worker is working a SCWD.
- 10.3 For the avoidance of doubt the Head of Department for non-shooting crew should manage their department so that Workers are able to take their lunch break (save as where requested by the Producer as above). In the event that a Head of Department wishes to curtail or delay the lunch break of Workers, prior written approval must be sought from the Producer's Nominated Representative.
- 10.4 A Worker's subsequent meal break of half an hour will begin within 6 hours of the end of the previous meal break. A delay or curtailment requested by the Producer to the subsequent meal break shall result in the payment set out above unless the Worker has agreed to forego the break and penalty in favour of finishing earlier. Where work continues for more than one hour following the end of a CWD, the Producer shall provide food and refreshments.
- 10.5 When a shooting CWD is scheduled, the Producer shall provide a hot meal to be taken without interruption of work. Each Worker shall have 20 minutes to eat the meal provided, without interruption of production, the timing of which shall be arranged by Workers within their department. Adequate steps will to be taken by the Producer and Head of Department to ensure that all Workers are able to have access to meals where catering is provided by the Producer. This may require

arranging for items of food and drink to be set aside for consumption by Workers until such time as their work schedule allows for it.

## 11 HOLIDAY ENTITLEMENT AND BANK HOLIDAYS

- 11.1 Workers directly engaged as workers shall be entitled to 5.6 weeks of paid leave (pro-rata) per annum inclusive of bank holidays, pro rata to length of contract.
- 11.2 Where a Worker is required to work on a UK Bank Holiday, the Worker will be entitled to be paid at 2T during for UK Bank Holiday, whether the Worker is working on a weekly or longer term basis or is engaged as a daily.
- 11.3 Where a Worker engaged on a Band 4 Qualifying Production is contracted during the period in which a UK Bank Holiday falls but is not required to work on that day, the Worker will be entitled to be paid at the Worker's Basic Daily Rate for the UK Bank Holiday.
- 11.4 The Producer may nominate days (including UK Bank Holidays) on which Workers are required to take paid leave. Where such days of paid leave are taken during the course of an engagement, the Producer shall be entitled to make an appropriate deduction from the Worker's holiday entitlement accruing in connection with that engagement. Workers on Band 4 productions cannot be asked to take paid leave on UK Bank Holidays.
- 11.5 A Worker with sufficient holiday entitlement may request paid leave on particular day(s) and the Producer will give sympathetic consideration to any such request, but it is the Producer's prerogative to determine if and when paid leave is taken during the term of the contract. Producers and Workers exercising their rights under this Clause must abide by statutory notice periods.
- 11.6 If a Worker has not taken their full holiday entitlement as paid leave by the end of their contract, the Producer will make a payment equivalent to the Worker's Basic Daily Rate for the number of days and fractions of days not taken.
- 11.7 If at the end of their contract a Worker has taken more than their full holiday entitlement as paid leave, they may be required to repay to the Producer a sum equivalent to their Basic Daily Rate for the number of days and fractions of days taken in excess.
- 11.8 In the event that a Worker on a daily contract or series of daily contracts is entitled, under the Working Time Regulations, to accrue a pro rata element of holiday

entitlement for each day worked, this will always take the form of a payment in lieu of holiday.

## C. GENERAL PRINCIPLES

### 1 ENGAGING CREW

- 1.1 Producers will provide Workers engaged on contracts under this Agreement with a Deal Memo setting out the key terms of their engagement in accordance with legislation requiring employers to give employees and workers the main conditions of employment when they start work..
- 1.2 The Producer shall issue the Worker with a contract (“Contract of Engagement”) no more than one quarter of the way through the engagement or within six weeks of the start of the engagement, whichever is the shorter. The Contract of Engagement should only be delayed beyond this period in exceptional circumstances.. The financial terms of the contract of engagement shall be no less favourable than the terms of the Deal Memo and this Agreement.
- 1.3 A Worker will be deemed to have accepted the terms of the Deal Memo on any Qualifying Production if the Worker renders services on the relevant production after such Deal Memo has been issued, except that a Worker will not be deemed to have accepted the terms of the Deal Memo if they have provided the Producer’s Nominated Representative with written objections to the terms within 48 hours of receiving them, in which case the Producer shall either inform the Worker of the terms of a counter-offer or else inform the Worker that no amendments will be made to the Deal Memo, following which, if the Worker continues to render services on the relevant production, the Worker shall be deemed to have accepted the terms of the relevant counter-offer (if any) or else the original terms. For the avoidance of doubt a Worker will not be deemed to have accepted the terms of engagement if they have not received a Deal Memo.
- 1.4 It is understood and agreed that the Contract of Engagement and the Producer’s published internal company policies and procedures (together, “Company Policies”) may address some of the matters also provided for in this Agreement. The terms of the Contract of Engagement and Company Policies shall take precedence over this Agreement provided that this does not conflict with or undermine the terms provided for under this Agreement.
- 1.5 Daily Engagements: Producers shall only be entitled to cancel the engagement of dailies who have previously been confirmed (rather than merely pencilled) for work without payment of their applicable Daily Rate if the Producer or Head of Department gives the daily notice by 1pm the working-day preceding that daily’s call. Where daily

hires are not confirmed by 1pm the day before commencement, the Worker is deemed to have not been hired and can accept other work. Notice to cancel may be by any means of recorded communication including text, email and WhatsApp. Cancellation after 1pm will mean that the full applicable Daily Rate is payable to the daily Worker.

- 1.6 Engagements of one week or more: The engagement can start on any day of the week and may be terminated by one week's notice or without notice in accordance with the provisions of the Contract of Engagement. Payment in lieu of notice shall be for one week or the remainder of the contract, whichever is less.

## 2 PAYMENT

- 2.1 Where a Worker is hired for a specified number of days, the first pay week shall start on the first day of the engagement or shall be such day as nominated by the Producer. Subject to signature of a contract of engagement (where issued), the Producer agrees to pay sums owing to the Worker as follows:

- (a) Schedule E/PAYE engagements: On weekly and daily engagements, payment of the week's/day's basic pay shall be made promptly (normally one week in arrears) with any additional monies owing from overtime hours and other variables being paid within 14 days of receipt by the Producer of valid and undisputed written evidence of sums claimed. Where the pay frequency varies from payment one week in arrears, the Producer shall promptly advise Workers of the frequency that applies.
- (b) Schedule D/personal service company engagements: Payment will be made on the next processed payroll after receipt by the Producer of a valid and undisputed invoice from the Worker or the personal service company contracted to provide a Worker's services.

## 3 SCHEDULING

- 3.1 Workers should be informed in the Deal Memo of the provisional working schedule before the time of contracting. Heads of Department should be informed of scheduled working hours and any changes to the schedules and should liaise with Producers if it is felt additional team members are required on certain days or shoots. Producers should seek to restrict excessively long working days and should take careful account of the hours needed for preparation before the shooting day/night starts and for wrapping after the shooting day/night has finished and of hours needed for travel to/from Production Base and location.

- 3.2 Head of Departments in consultation with Line Producers should consider staggering Workers where possible to manage the length of the working day, and Producers should engage dailies where necessary. Producers should give special consideration to offering overnight accommodation or transport in circumstances where Workers are expected to be working excessively long working days.
- 3.3 Producers shall endeavour to give Workers the rest and other breaks set out in this Agreement. It is understood that there may be occasions where breach of rest breaks is unavoidable, due to matters such as but not limited to: access to facilities, talent, cast, weather or labour issues, or where there is a need for continuity of service or production. In such cases, Producers shall endeavour to ensure that Workers receive appropriate rest at the earliest available opportunity and that Broken Turnaround Periods are taken into account when scheduling periods of work (and paid at the applicable rate).
- 3.4 Heads Of Department and/or their department nominee should be informed of scheduled working hours and any changes to the schedules and should liaise with Producers if it is felt additional team members are required on certain days or shoots. Heads Of Department should endeavour to input in the course of pre-production meetings on any possible issues that may arise in relation to scheduling.

## 4 BASIC FACILITIES

- 4.1 Workers should have access to running water and toilet facilities at or within a short distance of any place used for work during periods of work. Drinking water should be available at every place of work.

## 5 HEALTH AND SAFETY

- 5.1 Producers as employers have a duty of care to all Workers and must ensure they have in place a robust health and safety policy that takes into account all stages of production, including prep, filming and post-production that is compliant with all relevant health and safety legislation and satisfies any commissioning broadcaster requirements. Producers agree to ensure their health and safety policies are made available to Workers.

## 6 STATUTORY SICK PAY

- 6.1 The Producer will pay SSP where a Worker's engagement meets statutory qualifying criteria and where the Worker satisfies statutory requirements in connection with the payment of SSP.

## 7 RESPECT AT WORK

- 7.1 Pact and Bectu are committed to ensuring a working environment in which everyone is treated with dignity and respect. Pact and Bectu do not tolerate bullying, harassment or victimisation and expect everyone working in the television industry to behave respectfully towards each other and never act in a way that could be regarded as bullying, harassment and/or victimisation.

## 8 INSURANCE

- 8.1 The Producer shall effect Employer's Liability insurance as required by law.
- 8.2 The Producer shall effect adequate Personal Accident, Health and Travel insurance for all Workers required to work outside the United Kingdom.
- 8.3 The producer shall effect adequate insurance for equipment hired from the Worker (excluding tools of the trade which the Producer's insurer will not ordinarily insure) subject to the Worker providing an inventory with serial numbers and replacement values.
- 8.4 In the event of the death of a Worker engaged under the terms of this Agreement while on location in the UK or overseas it shall be the responsibility of the Producer to return the remains and the Worker's personal effects to the last known residence of the deceased in the UK.
- 8.5 When required to render services outside the UK the Producer shall arrange for Workers to be covered by an insurance scheme which provides standard levels of cover for: personal accident and illness; medical and emergency travel expenses; and personal effects.

## 9 UNIT REPRESENTATIVES

- 9.1 It is accepted and understood that Bectu unit representatives may be elected or appointed from time to time. Unit representatives will be given reasonable facilities to enable them to represent the interests of Workers in connection with the work for which they are engaged. Subject to obtaining the Producer's prior consent to attend which shall not to be unreasonably withheld, Bectu officials will be provided with

reasonable facilities to allow meetings with members during break periods and will comply with the Producer's reasonable directions and/or requests. Any such meetings shall take place in a manner that does not involve disruption and /or interruption of work.

- 9.2 Officials may be required to sign confidentiality agreements when seeking access to closed sets or other sensitive sites. Reasonable facilities will be offered for Workers who are Union members to meet in connection with the work for which they are engaged. Such meetings will normally take place outside working hours without interruption of work.

## 10 DISPUTE PROCEDURE

- 10.1 Pact and Bectu shall submit any differences or disputes arising solely in relation to the application of this Agreement in accordance with this Disputes Procedure in a timely manner, and agree to use this procedure and no other until this procedure is exhausted.
- 10.2 In the event that a dispute or difference about the application of this Agreement arises between a Worker and a Producer, either party to the dispute or difference, or Bectu or Pact, shall within seven (7) days of its cause having arisen, invoke the procedure specified below.
- 10.3 In the first instance Workers should informally raise issues of concern with the Head of Department, Line Producer, the Head of Production or Production Executive as referred to in the Deal Memo. Where informal efforts to address complaints are not successful, the matter shall be referred to a senior representative of the Producer and the appropriate full time official of Bectu, who shall, in consultation with the Worker and the Producer's representative concerned, make every endeavour to resolve it.
- 10.4 Failing such resolution within a reasonable time period but in any event no later than one week, the matter shall be referred to an independent mediator, jointly selected by Pact and Bectu, and two representatives each of Pact and Bectu who shall meet to discuss the issue in question. This meeting shall be held within a reasonable time period of either party receiving a written request for the meeting from the other.
- 10.5 The mediator shall hear from the Pact and Bectu representatives and make a decision based on their respective submissions. The mediator's decision shall be final and binding on both parties.



10.6 The Producer and Worker agree to accept as final and binding any resolution of a dispute reached under this Disputes Resolution procedure. No stoppage of work or lock-out shall take place until the procedure has been invoked and all stages of it exhausted, and the guiding principle shall be that whatever practice or custom was in operation before the registration of a dispute under this Clause shall continue until the procedures laid down have been exhausted.

Signatories to the Agreement

For Pact:



Signed by: .....

Max Rumney

For Bectu:



Signed by: .....

Spencer MacDonal



## D. SCHEDULE OF EXAMPLES

### NIGHT WORK

EXAMPLE 1: Worker works a block of four weeks of nights (SWD)

| <b>WEEK 1</b><br><b>Shooting schedule</b>        | <b>WEEK 2</b><br><b>Shooting schedule</b>             |
|--|---|
| Mon 3pm-2am                                      | Mon 2pm-1am   |
| Tues 3pm-2am                                     | Tues 2pm-1am  |
| Weds 3pm-2am                                     | Weds 1pm-12am   |
| Thurs 3pm-2am                                    | Thurs 1pm-12am  |
| Fri 3pm-2am                                      | Fri 1pm-12am  |
| <b>15 hours Night Work accrued</b>               | <b>7 hours Night Work accrued</b>                     |
| Sat Day off<br><b>Paid compensatory rest day</b> | Sat Day off<br><b>Paid compensatory rest: 7 hours</b> |
| Sun Day off                                      | Sun Day off   |

| <b>WEEK 3</b><br><b>Shooting schedule</b>        | <b>WEEK 4</b><br><b>Shooting schedule</b> |
|--|---|
| Mon 3pm-2am                                      | Mon 2pm-1am                               |
| Tues 3pm-2am                                     | Tues 2pm-1am                              |
| Weds 2pm-1am                                     | Weds 2pm-1am                              |
| Thurs 2pm-1am                                    | Thurs 2pm-1am                             |
| Fri 2pm-1am                                      | Fri 2pm-1am                               |
| <b>12 hours Night Work accrued</b>               | <b>10 hours Night Work accrued</b>        |
| Sat Day off<br><b>Paid compensatory rest day</b> | Sat Day off                               |
| Sun Day off                                      | Sun Day off                               |

| <b>WEEK 5</b><br><b>Shooting schedule</b> |
|---|
| Mon <b>Paid compensatory rest day</b>     |
| Tues 8am-7pm                              |
| Weds 8am-7pm                              |
| Thurs 8am-7pm                             |
| Fri 8am-7pm                               |
| Sat Day off                               |
| Sun Day off                               |

EXAMPLE 2: Worker works a block of four nights in one week (SWD)

|   |
|---|
| <b>WEEK 1</b>                               |
| <b>Shooting schedule</b>                    |
| Mon 2pm-1am                                 |
| Tues 1pm-12am                               |
| Weds 1pm-12am                               |
| Thurs 1pm-12am                              |
| <b>5 hours Night Work accrued</b>           |
| Fri 12noon-5pm                              |
| <b>5 hours compensatory rest given back</b> |
| Sat Day off                                 |
| Sun Day off                                 |

## NIGHT WORK AND OVERTIME

EXAMPLE 3: Worker works a block of five nights in one week (SWD)

|   |
|---|
| <b>WEEK 1</b>   |
| <b>Shooting schedule (SWD)</b>  |
| Mon 3pm-2am (3 hours Night Work)  |
| Tues 3pm-2am (3 hours Night Work)   |
| Weds 3pm-2am (3 hours Night Work) followed by 1 hour de-rig finish 3am (1 hour overtime)  |
| Thurs 3pm-2am (3 hours Night Work) followed by 1 hour de-rig finish 3am (1 hour overtime) |
| Fri 3pm-2am (3 hours Night Work)  |
| <b>15 hours Night Work accrued</b>  |
| <b>2 hours Overtime accrued</b>   |
| <b>Night Work: 10 hours paid as a paid compensatory rest day</b>                          |
| <b>Overtime: 2 hours at 2T</b>  |

## OVERTIME

Example 4:

Example assumes a SWD worked during the shooting period, scheduled shooting 8am-7pm

| <b>CREW MEMBER A</b><br>Contracted Hours 11 | <b>OVERTIME DUE</b>                                    |
|---|--|
| <b>WORK PATTERN</b>                         |  |
| Mon <b>7am-7pm</b>                          | Nil  |
| Tues <b>7am-8pm</b>                         | 1 hour   |
| Weds <b>7am-6pm</b>                         | Nil (worked less than Contracted Hours)                |
| Thurs <b>7am-8.10pm</b>                     | 1 hour 10 mins above Contracted Hours = 1 hour 15 mins |
| Fri <b>9am-10.20pm</b>                      | 1 hour 20 mins above Contracted Hours = 1 hour 30 mins |

Example 5:

Example assumes a SWD worked during the shooting period, scheduled shooting 8am-7pm

| <b>CREW MEMBER B</b><br>Contracted Hours 10 | <b>OVERTIME DUE</b>                                    |
|---|--|
| <b>WORK PATTERN</b>                         |  |
| Mon <b>8am-7pm</b>                          | Nil  |
| Tues <b>7.15am-7pm</b>                      | 45 mins above Contracted Hours = 45 mins               |
| Weds <b>7am-6pm</b>                         | Nil (worked Contracted Hours)                          |
| Thurs <b>6.40am-7pm</b>                     | 1 hour 20 mins above Contracted Hours = 1 hour 30 mins |
| Fri <b>8am-7.25pm</b>                       | 25 mins above Contracted Hours = 30 mins               |

## SIXTH CONSECUTIVE DAY (NON-SHOOTING)

Example 6:

Worker A works 9am-2pm. Paid 10 hours at 1T

Example 7:

Worker B works 9am-6pm. Paid 10 hours at 1.5T