

DRAFT - SUBJECT TO RATIFICATION

**PACT/BECTU AGREEMENT
TERMS APPLICABLE TO MAJOR MOTION PICTURES – AS AMENDED**

1. Applicability and Implementation

- 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 crew members and producers within the application of this Agreement.
- 1.2 This Agreement will apply to all crew members (with the exception of construction) engaged on Major Motion Pictures that commence principal photography after Monday 25 April 2019/2021.
- 1.3 For the purposes of this Agreement, a **Major Motion Picture** shall mean a feature film intended for initial cinematic exhibition or a single piece of theatric-type content (i.e. not a series) intended for a global SVOD (Subscription Video on Demand) platform with a production budget equal to or in excess of £30,000,000 (Thirty Million Pounds Sterling) (the **Major Picture Threshold**).
- 1.4 If a feature film commences pre-production with a production budget of less than the Major Picture Threshold this Agreement shall not apply. If during the course of pre-production or principal photography the production budget is subsequently increased for unforeseen reasons to equal or exceed the Major Picture Threshold, the producer will enter into good faith discussions with BECTU to discuss a solution.
- 1.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, 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.
- 1.6 Following implementation of this Agreement the parties agree to monitor the implementation of its terms and to liaise with each other and with members of the Production Guild over such implementation. The implementation of the terms of this Agreement will be reviewed at regular intervals by the parties with members of the Production Guild and for the first time one year after implementation.

2. The Working Day and the Working Week

2.1 The Standard Working Week

The **Standard Working Week** is a 55-hour 5-day work week. This can be varied by the producer upon payment of overtime and other premiums as set out in this Agreement, with the understanding that all overtime is voluntary.

2.2 The Working Day – All crew during pre-production and non-shooting crew during principal photography

Outside the period of principal photography/reshoots and/or for non-shooting crew members, the standard working day comprises 11 hours worked with plus 1 hour for lunch (the **Standard Working Day** or **SWD**).

The above is qualified by the following:

- (a) **Rigging Electricians:** Rigging electricians have a separate definition of Standard Working Day, being 9 hours worked and 1 unpaid hour for lunch, with overtime due after 10 elapsed hours. All overtime will be based on the same principles as the shooting crew but the Hourly Rate for

the purposes of Section 3.3 will be defined as the contractual weekly rate divided by 45, or as relevant the contractual daily rate divided by 9.

- (b) **Post Production Crew:** Post Production crew members will follow the Standard Working Week and the Standard Working Day applicable to non-shooting crew and will be entitled to Non-Camera Overtime, if applicable, in accordance with Section 3.3(a)(ii), but shall not be entitled to Camera Overtime. Start times will be the times at which each crew member starts work, which will not necessarily be the same as Unit Call times for the Post Production Department.

Lunch breaks may be 'staggered' under the direction of the 1st Assistant Editor or Post Production Supervisor in co-ordination with production, and post-production crew members will be expected to manage their own time in order to take their breaks. Lunch break penalties shall not apply.

2.3 The Working Day - Shooting Crew

For shooting crew, the working day may comprise any of the following at the producer's discretion (and each of the below three variations of the working day shall be paid as 11 worked hours):

- (a) a **Standard Working Day (SWD)** – where the shooting day comprises 11 hours worked ~~with~~plus 1 hour for lunch;
- (b) a **Continuous Working Day (CWD)** – where the shooting day runs for 10 working hours without a formal break for lunch; or
- (c) a **Semi-Continuous Working Day (SCWD)** – where the shooting day runs for ~~10-5~~ working hours ~~with~~plus a 30-minute break for lunch. It is acknowledged that a SCWD will only run where needed by reason of the location, the director's requirements, or exceptional circumstances.

3. Working Outside the Normal Working Day - Overtime

3.1 General

3.2 If a non-shooting crew member works hours in excess of the Standard Working Day or if a shooting crew member works hours in excess of a SWD, CWD or SCWD, as applicable, then overtime will be payable after expiry of the relevant Prep and Wrap, as defined in Section 3.2.Prep and Wrap.

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3.2 Prep and Wrap

- (a) Specific Departments: For the following departments, (with the exception of workshop crew rendering services in a workshop), the crew member's rate is deemed to include, in addition to the 55 hours worked, up to 30 minutes at the beginning and 30 minutes at the end of each day, if required and in accordance with current working practices, without any overtime being due:

- ADs
- ~~Accounts~~
- Costume
- Hair and Make-up
- Locations
- ~~Production~~
- Script Supervisor
- VFX

Prep and wrap will not be aggregated across a day.

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- (b) All other Departments: For all other departments, the crew member's rate is deemed to include an amount of time for prep and wrap that is customary to that department to ensure that the crew member is ready to start the working day at unit call.

3.3 Overtime Rates

- (a) For the purposes of calculating overtime, the crew member's hourly rate is deemed to be his/her contractual weekly rate divided by 55 (**Hourly Rate**), or for daily crew members, his/her contractual daily rate divided by 11 (save for Rigging Electricians whose rates are as per clause 2.2(a)). Overtime will be calculated at either the Hourly Rate multiplied by 1.5 (**1.5T**) or the Hourly Rate multiplied by 2 (**2T**), depending on whether overtime comprises Camera Overtime or Non Camera Overtime (see subsections 3.3(a)(i) and (ii) below). The attached Appendix details examples of overtime rates.

- (i) **Camera Overtime** - Where the producer requests a shooting crew member to render services for the purpose of filming in excess of the shooting hours for a SWD, CWD or SCWD detailed in Section 2.3 above, the crew member will be entitled to overtime at 2T (pro-rated as set out below for partial hours), subject always to the Minimum Overtime Rate set out in subsection 3.3(b) and the Maximum Overtime Rate set out in subsection 3.3(c).

No Grace Period is applicable to Camera Overtime. The first 2 hours of Camera Overtime are paid in 15-minute increments and pro-rated accordingly. From the 3rd hour overtime will not be pro-rated for partial hours. It is best practice to endeavour to avoid a 3rd hour camera overtime on any working day.

- (ii) **Non-Camera Overtime** including pre calls and de-rigs is paid at 1.5T for any overtime, payable in 30 minutes increments (and pro-rated accordingly for partial hours) and subject always to the Maximum Overtime Rate and the prep and wrap provisions of clause 3.2.
- (b) For shooting crew members, the Camera Overtime rate may be no less than £25 per hour (**Minimum Camera Overtime Rate**).
- (c) For all crew members, the overtime rate may be no more than £81.82 per hour (**Maximum Overtime Rate**). For the avoidance of doubt the Maximum Overtime Rate shall apply to all hourly rates uplifted hereunder including in relation to 6th and 7th days, Bank Holidays and ~~Broken Turnaround~~Pre-Dawn Calls.
- (d) For the following grades, eligibility for overtime payments for a crew member whose weekly rate exceeds £3,000 per 55 hour working week will be negotiated on a case-by-case basis and shall be subject always to the Maximum Overtime Rate:
- 1st AD
 - Action Vehicle Co-Ordinator
 - Assistant SFX Supervisor
 - Costume Designer
 - DOP
 - Editor
 - Financial Controller/Accountant

- Chief of Department for Make-Up and Hair Design
- Producer
- Production Designer
- Production Manager/UPM
- Production Supervisor
- Set Decorator
- SFX Supervisor
- Supervising Art Director
- VFX Supervisor
- VFX Producer
- Specialist Workshop Supervisor

(e) All overtime must be expressly pre-approved by the relevant HOD and the line producer/UPM.

4. Working Outside the Normal Working Week - 6th and 7th Days

4.1 6th Days

- (a) Any 6th consecutive day or night worked will be paid at 1.5T for actual hours worked, with a minimum guarantee of 6 hours for non-shooting crew and 8 hours for shooting crew.
- (b) Any overtime worked on any 6th day, if applicable, will be paid in accordance with Section 3.3.

4.2 7th Days

- (a) Any 7th consecutive day worked will be paid at 2T for actual hours worked, with a minimum guarantee of 6 hours for non-shooting crew and 8 hours for shooting crew.
- (b) Any overtime worked on any 7th consecutive day, if applicable, will also be paid at 2T based on the individual hourly rate and in accordance with Section 3.3.

4.3 For the avoidance of doubt:

- (a) Saturdays and Sundays shall not be paid as a premium day unless they are consecutive 6th or 7th days worked; and
- (b) all hourly rates for 6th and 7th days are subject to the Minimum Camera Overtime Rate and capped at the Maximum Overtime Rate.

4.4 Treatment of Travel Days for the purposes of calculating 6th and 7th Day payments

For the purpose of calculating the consecutive days or nights worked in accordance with this clause 4, a day or night spent in travel under an official movement order shall not:

- (a) Re-set the count of consecutive days or nights worked; nor

(b) Count towards the calculation of consecutive days or nights worked; nor

(c) Be paid as a consecutive 6th or 7th day or night worked.

By way of example, in the scenario below the second Sunday would be paid as a 6th day consecutive day worked in accordance with clause 4.1, while all remaining work days (and, in accordance with clause 6.2(h), the Saturday travel day) would be paid at 1T:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
					<u>Rest Day</u>	<u>Rest Day</u>
<u>Work Day 1</u>	<u>Work Day 2</u>	<u>Work Day 3</u>	<u>Work Day 4</u>	<u>WorkDay 5</u>	<u>Travel Day</u>	<u>Work Day 6</u>
<u>Rest Day</u>	<u>Rest Day</u>					

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5. Other Terms, Premiums and Penalties

5.1 Pre-Dawn Calls

For any department or crew member called before 05:00, overtime will be paid at 2T up until 05:00. Any hours worked from 5.00 will be at the normal Hourly Rate and any call from 05.00 shall be treated as a normal working day.

For the avoidance of doubt a pre-dawn call will not be treated as Night Work and will not attract a Night Work Premium. Night Work is dealt with in Section 5.2.

5.2 Night Work

(a) **Night Work Definition:** Night Work is defined as those shooting hours which continue after midnight or any unit call between midnight and 03:00.

For the avoidance of doubt:

(i) provided the camera is wrapped by midnight, wrap by crew members that is appropriate to their position undertaken after midnight shall not be considered to be Night Work; and

(ii) in the event that a department is asked to work overnight for reasons other than shooting, that department shall receive the Night Work Premium.

(b) **Night Work Premium: Crew** members taking part in Night Work (including dailies) will receive a £20.00 premium (**Night Work Premium**) for each night actually worked.

(c) **Turnaround Day:** All crew members (including dailies) required to work a scheduled period of Night Work will be paid for one turnaround day at their standard contractual daily rate at the end of the scheduled period of Night Work- (for dailies, a turnaround day will be paid at the end of any scheduled period of Night Work of either consecutive nights or after each individual stand-alone night). One turnaround day will also be paid (including dailies) if during the course of the week the schedule begins with Night Work and ends on days or split days.

(d) **Scheduling of Blocks of Five and Six Nights of Work:**

- (i) If consecutive nights are scheduled, it is usual that they will be in blocks of 5 nights, with a rest period between each week of 48 + 11 hours. However, if the producers schedule consecutive nights in 6 night blocks, this may only be done twice in succession, thereafter- 5 night blocks and 6 night blocks must alternate and there can be no more 6 night blocks in succession – for the sake of clarity, there can be 5 night blocks in succession. The minimum rest period between a 6 night and a 6 night block is 24 + 11 hours. The minimum rest period between a 6 night and a 5 night block is 24+11 hours. The minimum rest period between a 5 night and 6 night block is 48 + 11 hours. As above, the minimum rest period between a 5 night and a 5 night block is 48 + 11 hours.
- (ii) If the schedule moves from a week of 6 consecutive nights of work to day work the crew member should be given a minimum rest period of 24 hours + 11 hours in addition to the turnaround day payment referenced in Section 5.2(c).
- (iii) If the schedule moves from a week of 5 consecutive nights of work to day work the crew member should be given a minimum rest period of 48 hours in addition to the turnaround day payment referenced in Section 5.2(c).

5.3 Broken Turnarounds

Producers should endeavour to give crew members eleven hours' turnaround between the individual crew member's wrap to his/her call (**Turnaround Period**). In the event of any shorter period of turnaround:

- (a) the producer should wherever possible allow the crew member to take an equivalent period of compensatory rest, and shall in any event afford the crew member such protection as may be appropriate in order to safeguard the crew member's health and safety; and
- (b) in the event that a crew member is required to work during the Turnaround Period (**Broken Turnaround**) the crew member should be paid at 1.5T for any such time, which payment should accrue in 30 minute increments (and shall be pro-rated accordingly), subject to an overall cap of £45 per hour (or £22.50 per 30 minute increment).

5.4 Meal Breaks

- (a) **Standard Working Day (SWD) and Semi-Continuous Working Day (SCWD)**: During principal photography crew members should be generally entitled to take their lunch break no later than 6 hours after unit call.
- (b) If shooting crew members are asked by the producers to:
 - (i) delay the lunch break, then a penalty will be paid in 15 minute increments at the crew member's standard Hourly Rate for the period during which their break is delayed, pro-rated for partial hours; or
 - (ii), curtail this lunch break, then a penalty will be paid in 15 minute increments at the crew member's camera Overtime rate for the period during which their break is curtailed, pro-rated for partial hours and capped at 1 hour where the crew member is working a SWD and 30 minutes where the crew member is working a SCWD.

If non-shooting crew are asked by the producers to shorten their lunch break from one hour, then infringed time will be paid in 30 minute increments at 1.5T.

For the avoidance of doubt the Head of Department for non-shooting crew should manage their department so that crew members are able to take their lunch break (save as where requested above).

In the event that such Head of Department wishes to curtail or delay the lunch break of crew members, prior approval must be sought from the Unit Production Manager, and the penalties above will apply.

- (c) **Continuous Working Day (CWD):** Food will be provided from 4.5 hours after the unit call and will run for two hours.
- (d) **Semi Continuous Working Day (SCWD):** Food will be provided from 4.5 hours after the unit call and will run for two hours. During this time crew should be given a 30-minute break.
- (e) **General:** Food will be served during the third hour of any Camera Overtime.

5.5 Rest Breaks

The producers and HODs will work together to provide an additional 20-minute break for individual crew members in the event that they work in excess of 12 hours when shooting a CWD or SCWD.

5.6 Bank Holidays

- (a) Where a crew member is contracted by the producer to work over a period which includes a United Kingdom official public holiday or foreign official public holiday where work takes place abroad (**Bank Holiday**), but the crew member is not actually required to work on that Bank Holiday, the crew member will be entitled to receive his/her daily fee for that Bank Holiday.
- (b) If a crew member is required to work on a Bank Holiday, the crew member will be entitled to be paid at 2T during such Bank Holiday, whether the crew member is working on a weekly or longer term basis or is engaged as a daily.

5.7 Late Cancellation of Dailies working days

Producers shall only be entitled to cancel the engagement of the dailies who have previously been confirmed (rather than merely pencilled) for work without payment of their daily rate if the producer or HOD gives the daily notice by 3pm the working-day preceding that daily's call. Notice to cancel may be by any means of recorded communication (such as text, email, and WhatsApp). Cancellation after 3pm will mean that the full daily rate is payable to the daily.

5.8 Late Cancellation of Dailies working nights

Producers shall only be entitled to cancel the engagement of the dailies who have previously been confirmed (rather than merely pencilled) for work without payment of their daily rate if the producer gives the daily notice by 3am the working-night preceding that daily's call. Notice to cancel may be by any means of recorded communication (such as text, email, and WhatsApp). Cancellation after 3am will mean that the full daily rate is payable to the daily.

(NB Crew other than dailies should refer to their contract for terms relating to late cancellation)

5.9 Box rental for Dailies

Where box rental is required for the role of a daily, a pro rata box rental fee shall be agreed for such box rental (which fee shall be equivalent, pro-rata, to the weekly box rental fee that would be payable if they had been engaged on a weekly basis).

6. Travel and Bases

6.1 Definitions and Terminology

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- (a) Unless otherwise defined, the **Production Base** is the place where the production is carrying out the majority of its work.
- (b) The producers may nominate a different Base for each of pre-production, production and/or post production.
- (c) The producers may nominate one Base as above, but may call to any other Recognised Studio (as defined below) for the purposes of an individual working at such Recognised Studio
- (d) The recognised studios (**Recognised Studios**) are West London, Shepperton, Pinewood, Leavesden, Elstree, Ealing, Twickenham, Gillette, Longcross and 3 Mills. This list of Recognised Studios will be regularly updated as new studios are established. Where travel is required between Recognised Studios in a single working day, travel mileage will be payable as per clause 6.2(b) unless transport is provided.
- (e) For the purposes of this Agreement:
 - (i) A Non-Resident Location is a place of work where an individual can be expected to travel to and from the Production Base each day;
 - (ii) A Resident Location is a place of work which is more than 50 road miles from the Production Base; and
 - (iii) An Overseas Location is a place of work situated outside of the United Kingdom; and
 - (iv) All the above terms together are defined as a "Location".

6.2 Terms Applicable to Travel

- (a) No payments will be made for any travel between a crew member's home and Base (as defined in 6.1(b) above) or a Recognised Studio (as defined in 6.1(d) above).
- (b) Mileage will be paid at the then-applicable HMRC rate for travel required from the Production Base to a Non-Resident Location or a Resident Location unless transport is provided.
- (c) **Local Locations:** The contractual rate payable to all crew members includes provision for up to 30 road miles travel at the beginning and 30 road miles travel at the end of the working day for travel to/from a filming location, without further payment.
- (d) **Paid Travel –Local Locations:** Travel time and distance shall be stipulated in the Location Manager's official movement order. No payment shall be made for the first 30 road miles of any such travel. Travel beyond 30 road miles (either way)to/from a Location, from the Production Base or Recognised Studio shall be paid at their agreed rate in 30 minute increments (and pro-rated accordingly) capped at £45.00 per hour or £22.50 per 30 minutes.
- (e) **Distant/Overseas Locations:** When accommodated in a Hotel at a U.K. Resident or Overseas Location these same provisions will apply: namely 30 road miles at the beginning and 30 road miles at the end of the working day for travel to / from an individual's Hotel to / from the daily Resident or Overseas Location is permissible without further payment.
- (f) **Paid Travel – Distant/Overseas Locations:** Travel time and distance shall be stipulated in the Location Manager's official movement order. No payment shall be made for the first 30 road miles of any such travel. Travel beyond 30 road miles will be paid at their agreed rate in 30 minute increments (and pro-rated accordingly) capped at £45.00 per hour or £22.50 per 30 minutes.

- (g) In relation to all off-set Prep Crews (to include electrical rigging crews), any time spent travelling to and from the Production Base and any location will be deemed to form part of the normal working day and will not be compensated. Any overtime worked at a Location must be pre-approved. If this overtime is travel the payment will be capped at £45.00 per hour and paid in 30 minute increments, such increments to be pro-rated accordingly.
- (h) Travel time, where payable, shall be paid at the contractual daily/hourly rate and shall not be subject to any uplifts or premiums that may otherwise be payable, notwithstanding the fact that such travel may take place on a 6th day, 7th day or Bank Holiday.
- (i) In the event that the producer requires crew members to travel to any UK locations and Overseas Location on a day outside such crew members' contracted working week, payment will be made at the contractual flat daily rate regardless of any changes to time zones and regardless of the day of travel.
- (j) Rest days while at a Resident Location or Overseas Location will not be paid unless actually worked. This will need to be pre-approved and will be paid at the appropriate rate.
- (k) If a crew member decides to travel home on a rest day from a Resident Location or Overseas Location no payment will be made for this, unless the producer has instructed them to do so.

Agreed for and on behalf of

.....
Spencer MacDonald
National Secretary
BECTU Sector of Prospect

.....
Max Rumney
Deputy CEO, Director of Business Affairs
PACT

Appendix—Example Rates-APPENDIX 1

COMPLAINTS AND DISPUTE PROCEDURES

1. Both PACT and BECTU shall submit any differences or disputes arising solely in relation to the terms of this Agreement in accordance with this Disputes Procedure in a timely manner, and agree to use this procedure and no other until that procedure is exhausted.
2. In the first instance crew members should informally raise issues of concern with the HOD, Line Producer, the Head of Production or Production Executive as referred to in their contract. Where informal efforts to address complaints are not successful, the matter in question may be referred to the disputes procedure set out below if it relates to the terms of this Agreement.
3. In the event that a dispute or difference about the terms of this Agreement arises between a crew member or crew members and an employer, either party to the dispute or difference, or BECTU or PACT, shall within seven (7) days of its cause having arisen, invoke the following procedure:
 - 3.1 every endeavour shall be made by the authorised representative of the employer, the authorised unit representative of BECTU (if any) and the crew member(s) concerned to resolve the matter at the place at which it has arisen. Failing such resolution within seventy two hours:-
 - 3.2 the matter shall be referred to an industry panel consisting of two representatives of BECTU and a representative of the employer and a PACT nominee, none of whom shall be those directly concerned with the matter in dispute. This meeting shall be held within one week of either party receiving a written request for the meeting from the other. The Chair of the panel shall alternate. Each member including the Chair shall have one vote. If the decision of the panel is unanimous then it shall be binding. If the panel is unable to reach a unanimous decision, and if either party wishes to pursue the matter, the following stage will apply: within seventy two hours either party may refer the matter to the Advisory, Conciliation and Arbitration Service, for conciliation or by mutual agreement for arbitration. In the event that no reference is made to ACAS or elsewhere, or such reference fails to achieve an agreed or arbitrated outcome, the Disputes Procedure shall be exhausted.
4. The employer and crew member agree to accept as final and binding any resolution of a dispute reached under the 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.
5. Reference in this Clause to periods of twenty four and seventy two hours are to be interpreted as excluding Saturdays, Sundays and UK Bank or Public Holidays.

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