
PACT-BECTU
UK INDEPENDENT TELEVISION DRAMA
AGREEMENT

This Agreement is made on _____ 2017 between:

(1) the Broadcasting, Entertainment, Cinematograph & Theatre Union (**BECTU**), whose registered office is 373-377 Clapham Road, London SW9 9BT; and

(2) the Producers Alliance for Cinema and Television (**PACT**), whose registered office is 3rd Floor, Fitzrovia House, 153-157 Cleveland Street, London W1T 6QW.

1 INTRODUCTION

- 1.1 This Agreement refers to a person engaged under the terms of this Agreement as the Worker, and to the company engaging persons under the terms of this Agreement as the Producer.
- 1.2 The purpose of this Agreement is to regulate relations between Producers and Workers engaged in the UK independent television drama sector in order to optimise the number of productions and job opportunities and monitor working conditions.
- 1.3 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements (including the 2003 agreement known as The Blue Book), 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.
- 1.4 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 OF APPLICATION

- 2.1 This Agreement shall apply to scripted single television drama and scripted series/serial drama excluding continuing drama/soaps, across all platforms produced in the UK

including:

Children's drama produced in the UK
Narrative comedy produced in the UK
Shorts produced in the UK
Pilots produced in the UK

excluding:

Studio and outside broadcast multi-camera productions, features, factual (including factual that incorporates an element of dramatic reconstruction), documentary and light entertainment.

- 2.2 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 RECOGNITION

PACT agrees to recognise BECTU and BECTU agrees to recognise PACT for the purpose of collective bargaining as the sole representative organisations of Workers and Producers within the application of this Agreement.

4 BUDGET BANDS

4.1 Each television programme to which this Agreement is applicable shall be categorised as falling in to one of three budget bands based on the budgeted cost of one (1) broadcast hour of television (excluding breakage) ("Budget Band") as follows:

Budget Band 1	up to £850,000
Budget Band 2	£850,001-£3,000,000
Budget Band 3	above £3,000,000

4.2 The Producer shall notify the Worker of the Budget Band the engagement falls into in the Deal Memo (as defined below).

5 WAYS OF ENGAGING AND PAYING WORKERS

5.1 Principle of Engagement

5.1.1 It is a fundamental principle of this Agreement that the Worker is clear, at the commencement of the engagement, as to the number of hours they have agreed to work and the pay they will receive for each hour worked. Producers will provide Workers with a deal memo before their engagement specifying this information and outlining the basic details of engagement (the "Deal Memo").

5.1.2 The Deal Memo will make clear the number of shooting hours and the number of prep and wrap hours (together, the "Contracted Hours") included in the agreed daily rate. Any hours worked in excess of the Contracted Hours will be paid as overtime at the agreed overtime rate in accordance with Clause 6.7.

5.1.3 For clarity, for the purposes of calculating overtime, where the Worker's contract includes prep and wrap the daily rate will be divided by the number of shooting hours contracted only.

5.1.4 The contents of the Deal Memo may be incorporated, along with other information, into a start form for Workers engaged on contracts of at least one week. An example Deal Memo/start form template is attached to this Agreement as Appendix One. Any further revisions to the key terms that should be incorporated into the Deal Memo will be agreed by the parties and may be published on BECTU and Pact's respective websites.

5.2 Contract of Engagement

The Producer shall issue the Worker with a 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 the most 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.

5.3 Priority of Agreements

It is understood and agreed that the Worker's 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 Worker's contract of engagement and Company Policies shall take precedence provided that this does not conflict with or undermine the terms provided for under this Agreement.

5.4 Types of Engagement

Workers will usually be hired on fixed term engagements, either for a specified period of days, or on a daily engagement.

5.4.1 Fixed Term 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.

5.4.2 Daily Engagements: Where daily hires are not confirmed by 3pm the day before commencement, the Worker is deemed to have not been hired and can accept other work. If the Worker is confirmed by 3pm on the day before the engagement is due to commence and then cancelled by a representative of the Producer through no fault of the Worker the day before the engagement is due to commence, the Producer will pay the Worker for one day at the agreed daily rate.

5.5 Payment

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:

5.5.1 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.

5.5.2 Schedule D/loan-out 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 loan out company contracted to provide a Worker's services.

6 SCHEDULING AND OVERTIME

6.1 Principles governing scheduling

- 6.1.1 The Worker should be informed in the Deal Memo of the provisional working schedule before the time of contracting. 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.
- 6.1.2 Producers shall endeavour to give Workers the rest and other breaks set out in this Agreement. It is understood between Producers and Workers that there may be occasions where due to matters such as but not limited to access to facilities, talent, weather or labour or where there is a need for continuity of service or production, breach of rest breaks is unavoidable. In such cases, Producers shall endeavour to ensure that Workers receive appropriate rest at the earliest available opportunity and that breached rest periods are taken into account when scheduling periods of work and paid at the applicable overtime rate.
- 6.1.3 Producers should consider staggering Workers where possible to manage the length of the working day, and engage dailies where necessary. Producers should give special consideration to offering overnight accommodation or transport in circumstances where once the period of prep and wrap is added to the shooting day, Workers are expected to be working excessively long working days.
- 6.1.4 HODs and/or their department nominee should be consulted on 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. HODs should endeavour to input in the course of pre-production meetings on any possible issues that may arise in relation to scheduling.

6.2 Day Schedules

- 6.2.1 The standard working day ("SWD") will include a one hour unpaid meal break.
- 6.2.2 As an alternative to the standard working day, it may be necessary for the Producer to engage the Worker on a continuous working day ("CWD"). Producers will only schedule a CWD in circumstances where it is required. A CWD is scheduled without a formal break or general cessation of work but allowing for a rest break of no less than 20 minutes, the timing of which shall be arranged by Workers within their department.
- 6.2.3 The Producer and the Worker may from time to time, by local agreement, in exceptional circumstances schedule a semi-continuous working day as an alternative to the above working days.

6.3 Shooting Hours

Each of the following schedules will be paid at 10 hours:

6.3.1 SWD: 10 shooting hours with one hour unpaid meal break, for example 8am-7pm.

6.3.2 CWD: 9 shooting hours without a formal break, for example 8am-5pm.

Each of the following schedules will be paid at 11 hours:

6.3.3 SWD: 11 shooting hours with one hour unpaid meal break, for example 8am-8pm.

6.3.4 CWD: 10 shooting hours without a formal break, for example 8am-6pm.

6.4 11 Day Fortnights

6.4.1 Producers recognise the importance of ensuring that the scheduling of work allows for adequate periods of daily and weekly rest. Producers therefore agree to limit the use of the 11 day fortnight to where this is needed due to the individual circumstances of a production and in accordance with the agreed cap set out below. This cap only applies to productions shooting in the UK with overseas productions not being subject to any cap on 11 day fortnights. To ensure there is clear and transparent remuneration for all days worked in any given working week where a sixth day is scheduled Workers will be paid for the sixth day worked at the daily rate agreed for their engagement.

6.4.2 Producers can schedule 11 day fortnights during the shooting period as they may elect. However the cap set out in Clause 6.4.3 below will apply to a Worker's working pattern.

6.4.3 Working Pattern

<u>Number of Shoot Weeks</u>	<u>Cap on six day weeks forming part of 11 day fortnight Worker is contracted to work</u>
0-8 weeks	4
9-12 weeks	5
13-16 weeks	6
17-20 weeks	7
21-24 weeks	8
and so on	

6.4.4 For clarity the Producer will specify in the Deal Memo the maximum number of sixth days the Producer can require the Worker to work within the stated engagement dates without penalty. This must not exceed the cap specified in Clause 6.4.3.

6.4.5 In the event that the Producer requires the Worker to work an additional sixth day as part of an 11 day fortnight beyond the cap, the Worker will be entitled to a daily penalty payment of £100 in addition to the agreed daily rate specified in the Deal Memo.

6.4.6 When engaging Workers on an 11 day fortnight shooting pattern Producers will not schedule working days to consist of any more than ten (10) shoot hours on camera per day without the consent of the Worker.

6.5 Clawback

- 6.5.1 Producers will avoid the unnecessary use of clawback.
- 6.5.2 Clawback is the process of adjusting shoot hours each day to work backwards to an earlier call time for the unit. 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 prep and wrap etc. For this reason, production will take into account local traffic and travel conditions in calling crew where clawback is utilised.
- 6.5.3 Clawback permitted:
 - (a) A maximum of 1 hour clawback per day on a SWD unless mutually agreed with crew.
 - (b) A maximum of 2 hours clawback per day where a continuous or semi-continuous working day is scheduled unless mutually agreed with crew.

6.6 Night Work

- 6.6.1 For the purposes of this Agreement, Night Work is defined as shooting hours which are scheduled past 12 midnight.
- 6.6.2 Shooting hours worked past 12 midnight can be clawed back only in accordance with the pattern proposed in Clause 6.5.3 above and, in any given week, hours of Night Work accrued must be given as paid compensatory rest by the end of that week or by the top of the first day of the following working week, subject to Clause 6.6.5 below.
- 6.6.3 The aim of this provision is to ensure compensatory rest is provided wherever possible. However, if there are circumstances where the producer is unable to provide accrued compensatory rest, the producer will instead pay the Worker at their hourly rate for each hour worked in place of compensatory rest. By way of example, if a Worker is contracted to work 55 hours across a 5 day week, and over the course of the week 5 of those hours are Night Work, the Worker will be given 5 hours paid compensatory rest on the fifth day (i.e. will work only 6 hours that day). This means that the Worker works 50 hours but is paid for 55 hours work. If, in this example, the Producer cannot give the Worker 5 hours paid compensatory rest, the Worker will work the full 55 hours but be paid for 60 hours.
- 6.6.4 Compensatory rest accrued during a period of consecutive scheduled Night Work is capped at the length of the contracted working day.
- 6.6.5 If night shoots continue for more than one week then the rest day may be carried over until the period of consecutive Night Work is complete. Should a rest day be due at the end of a shoot (i.e. finishing on a night pattern) then the rest day should be paid at the applicable daily rate.
- 6.6.6 Prep/Wrap: For clarity, agreed prep/wrap time (i.e. prep/wrap time specified in the Deal Memo and forming part of the Contracted Hours) does not give rise to

compensatory rest even if it occurs during hours of Night Work. For the avoidance of doubt, any Worker engaged in prep and wrap who works beyond the Contracted Hours specified in the Deal Memo will be paid overtime at the agreed rate.

6.6.7 Compensatory rest cannot be taken on a designated rest day.

6.7 Overtime

6.7.1 Overtime hours may be scheduled in advance by the Producer and shall be paid at the overtime rate where the Worker works in excess of the Contracted Hours. Other than in very exceptional circumstances overtime hours worked shall only be paid where contracted, requested or approved in advance by the Producer or the Producer's nominated representative.

6.7.2 Overtime will be calculated as the greater of £35 per hour or 1.5T subject to a maximum cap of £45 per hour. Overtime will accrue in thirty (30) minute increments for the first hour each day. Thereafter, overtime will be payable on an hourly basis.

6.7.3 Overtime on a CWD: Producers recognise that overtime should not occur as a matter of course on a CWD. Accordingly, Producers agree that on-camera overtime on a CWD should not be scheduled. If on-camera overtime does take place on a CWD it should be unscheduled and subject to a cap of no more than 2 hours per week. If the Producer wishes to ask a Worker to work on-camera overtime in excess of this cap, this must be agreed locally, including agreeing an appropriate rate of pay.

6.7.4 Grace Period: The grace period allows for a slate that has already been started to be finished to a maximum of 15 minutes beyond the actual scheduled finish. The Producer can use no more than two (2) grace periods in one working week. Where a third grace period is used in one working week, one hour's overtime shall be paid or one hour thirty minutes given back in lieu in the same working week. Where the total number of grace periods exceeds three (3), any further grace periods will be paid at the applicable overtime rate.

6.7.5 Overtime Beyond the Grace Period: After the grace period, all overtime worked (including the grace period) shall be paid at the overtime rates and increments set out in Clause 6.7.2.

6.7.6 Early Call: Hours worked in the UK before 0600 shall be paid at the applicable overtime rate. For the avoidance of doubt, Early Call does not constitute Night Work.

6.8 Scheduled Rest Period

6.8.1 11 hours daily rest period: Workers should be given no less than 11 hours rest between the end of one work period and the commencement of the next.

6.8.2 Weekly rest: The schedule for each 7 day period should include at least one scheduled rest day. Workers shall be entitled to their 11 hour turnaround rest period immediately prior to any scheduled 24 or 48 hour rest periods. Rest days may be scheduled consecutively or separately.

6.8.3 In the event a scheduled rest period is broken by the Producer, the Producer shall wherever possible allow the Worker to take an equivalent period of compensatory rest. Where this is not possible, time worked in breach of a scheduled rest period will be paid at the applicable overtime rate.

6.9 Work on 7th consecutive day

6.9.1 No Worker shall work seven consecutive days unless the Line Producer has, prior to work on the 7th day, requested in writing or formally approved in writing a request to work seven consecutive days.

6.9.2 Where a Worker works seven consecutive days at the Producer's request or prior approval as above, the Worker will be paid at 2T for the 7th day.

7 TRAVEL

7.1 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 the location of the catering, facilities vehicles and 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.

7.2 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.

7.3 Travel to Unit Base or filming location: Producers must elect on the Deal Memo which one of the following options applies to the Worker for the duration of the engagement:

7.3.1 **30 Mile Radius:** 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 30 road miles of Production Base. Time spent travelling beyond the 30 road mile point to the place of work shall be compensated by an overtime payment or form part of the working day, and the Producer will be responsible for the cost of travel beyond that point.

7.3.2 **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 an overtime payment or form part of the working day, and the Producer will be responsible for the cost of travel beyond that point.

- 7.4 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 shooting 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 overtime shall be charged at the agreed rate.
- 7.5 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 the 20 road mile or 30 minute point to the place of work shall be compensated by an overtime payment or form part of the working day, and the Producer will be responsible for the cost of travel beyond that point.
- 7.6 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.
- 7.7 Mileage: 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.
- 7.8 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 7.3.1 by reference to that base.
- 7.9 Travel Time: References to travel time in this Clause 7 assume normal road traffic and weather conditions.
- 7.10 Expenses: Resident and overseas locations: Reasonable Out of Pocket Expenses (per diems) will be agreed by the Producer and referenced in the Deal Memo.

8 TRAVEL BY AIR

- 8.1 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.
- 8.2 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.
- 8.3 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.

9 PROVIDING AND PAYING FOR MEALS

- 9.1 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.

- 9.2 Except in the case of a CWD, a Worker's lunch break of one hour will begin no later than 6 hours after the unit call which shall be subject to Clause 9.6 in the event of delay or breach.
- 9.3 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 to the subsequent meal break shall result in the payment set out in Clause 9.6. Where work continues for more than one hour following the end of a CWD, the Producer shall provide food and refreshments.
- 9.4 When a CWD is scheduled, the Producer shall provide a hot meal to be taken without interruption of work. Each Worker shall have sufficient time to eat the meal provided, without interruption of production the timing of which shall be arranged by the Worker within their department. Adequate steps will to be taken by the Producer 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.
- 9.5 Producers are not required to pay expenses or cater meals for those working from home or at premises where food is readily available at the premises and/or nearby save in the circumstances specified in Clause 9.1.
- 9.6 Where there is a delay to or curtailment of a meal break, provided for in Clause 9.2 or 9.3 above, the overtime provisions in Clause 6.7.2 will apply.

10 BASIC FACILITIES

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

11 HOLIDAY ENTITLEMENT

- 11.1 Workers shall be entitled to 5.6 weeks of paid leave per annum inclusive of bank holidays, pro rata to length of contract.
- 11.2 The Producer may nominate days 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.
- 11.3 A Worker 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.

- 11.4 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 (“holiday pay”) equivalent to the Worker’s basic daily contract rate for the number of days and fractions of days not taken.
- 11.5 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 contract rate for the number of days and fractions of days taken in excess.
- 11.6 A Worker on a daily contract or series of daily contracts is entitled to accrue a pro rata element of holiday entitlement for each day worked, which will always take the form of a payment of holiday pay.

12 INSURANCE

- 12.1 The Producer shall effect Employer’s Liability insurance as required by law.
- 12.2 The Producer shall effect adequate Personal Accident, Health and Travel insurance for all Workers required to work outside the United Kingdom.
- 12.3 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.
- 12.4 In the event of the death of a Worker engaged under the terms of this Agreement while on location in the United Kingdom 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 United Kingdom.
- 12.5 Overseas insurance:
When required to render services outside the United Kingdom the Producer shall arrange for Workers to be covered by an insurance scheme which provides minimum cover levels as set out below. For the purpose of this Clause the United Kingdom shall mean the mainland and coastal islands of England, Scotland, Wales and Northern Ireland.

Personal Accident and Illness: Up to £62,500 for accidental death or permanent incapacity, and up to £200 per week for temporary incapacity after the first 7 days, up to a maximum of 52 weeks.

Medical and Emergency Travel Expenses: up to £500,000 in respect of death injury or illness while on an overseas location (excluding any known pre-existing conditions). This would cover medical and hospital treatment, travel back to the UK, overseas travel and accommodation expenses, and funeral expenses incurred overseas (including returning remains to the UK).

Personal effects: up to £1,500 for baggage and £200 for cash. For delayed baggage, up to £250 for replacement items.

13 FORCE MAJEURE

13.1 If any cause beyond the control of the Producer shall prevent or stop work on the production or result in interruption or delay (including, but not limited to, fire, casualty, accident, riot or war, act of God, strike, lock-out, labour conditions, judicial order or enactment or incapacity or death of any leading artist, the producer, the director or a senior technician) the Producer shall after providing written notice to the Worker concerned be entitled immediately to either suspend the engagement or terminate the engagement as specified below.

13.2 Suspending the engagement:

13.2.1 Suspension will last as long as the event giving rise to it plus such further period not exceeding 21 days as may reasonably be required by the Producer to prepare to resume using the Worker's services, or until the engagement is terminated.

13.2.2 While it lasts, payments of remuneration under their engagement (other than remuneration due up to the date of suspension) will cease to fall due.

13.2.3 The term of the Worker's engagement will continue after the suspension ends (unless it ends by termination of this Agreement) for the length of time unexpired when the suspension began.

13.2.4 The Worker will continue during the suspension to comply with all of their obligations under the terms of their engagement not affected by suspension and shall not without the prior consent of the Producer (such consent not to be unreasonably withheld) agree to render services to any other person during the continuance of such suspension.

13.2.5 If the event giving rise to the suspension occurs on a location outside the UK the Producer will discuss with insurers the cost implications of the delay and make all reasonable arrangements for the Workers to return to the UK where the anticipated delay in filming warrants such a course of action.

13.3 Terminating the engagement: The Producer may terminate the engagement as from the prevention or stoppage of production by notice in writing within five working days of the prevention or stoppage on payment of remuneration for all services rendered prior to the date of prevention or stoppage.

14 UNIT REPRESENTATIVES

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. 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.

15 COMPLAINTS AND DISPUTES PROCEDURES

- 15.1 Both 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 that procedure is exhausted.
- 15.2 In the first instance Workers should informally raise issues of concern with the HOD, 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 in question may be referred to the disputes procedure set out below if it relates to the application of this Agreement.
- 15.3 In the event that a dispute or difference about the application of this Agreement arises between a Worker or Workers 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 following procedure:
- 15.3.1 every endeavour shall be made by the authorised representative of the Producer, the authorised unit representative of BECTU (if any) and the Worker(s) concerned to resolve the matter at the place at which it has arisen. Failing such resolution within seventy two hours:-
- 15.3.2 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(s) and the Producer's representative(s) concerned, make every endeavour to resolve it. Failing such resolution within seventy two hours:-
- 15.3.3 the matter shall be referred to an industry panel consisting of two representatives each of PACT and BECTU, who shall not 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.
- 15.4 The Producer and Worker 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.
- 15.5 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.

16 HEALTH AND SAFETY

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.

17 STATUTORY SICK PAY

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.

18 BULLYING AND HARASSMENT

Pact and BECTU fully support and agree to endorse the joint statement on Bullying and Harassment set out in Appendix Two to this Agreement.

19 IMPLEMENTATION AND REVIEW OF THE AGREEMENT

- 19.1 Implementation Date: From six months after the date of signing this Agreement ("the Implementation Date"), all individual Workers' contracts issued on productions which it is agreed by the Producer and the Worker will operate to the terms of this Agreement shall carry a written statement that the engagement is subject to this Agreement. The Producer shall make available copies of this Agreement to Workers engaged under its terms.
- 19.2 Initial Review: A formal joint initial review of progress by PACT and BECTU in the implementation of this Agreement shall be held one (1) year from the Implementation Date. The review shall have the power to affect such changes as are mutually agreed. (Informal feedback may be provided by either party to the other at any time).
- 19.3 Second Review: A formal joint second review of progress by PACT and BECTU in the implementation of this Agreement shall be held two (2) years from the Implementation Date. The review shall have the power to affect such changes as are mutually agreed.
- 19.4 Further Changes: Beyond two (2) years from the Implementation Date either party wanting to make changes to any of the terms and conditions in this Agreement shall give the other no less than three months' notice of its intention to seek such changes.

20 TERMINATION OF THE AGREEMENT

If either party seeks to terminate this Agreement, it shall do so by giving six (6) months' notice in writing of such termination but not prior to two (2) years from the date on which it is signed. Until such time the agreement continues in full force and unaltered.

Signatories to the Agreement

For Pact:

Signed by:

JOHN McVAY

Chief Executive – Producers Alliance for Cinema & Television

For BECTU:

Signed by:

GERRY MORRISSEY

Head of BECTU

APPENDIX ONE

Example blank start form including the following basic terms of engagement which must be included in the Deal Memo, to the extent known at the time of engagement:

APPENDIX TWO

Pact and BECTU Joint Statement on Bullying and Harassment

Bullying is an abuse or misuse of power, involving offensive, intimidating, malicious or insulting behaviour intended to undermine, humiliate, denigrate or injure another. It can include hostile verbal or nonverbal communication, sabotage, exclusion, manipulation, and psychological or physical abuse. Acts carried out online or using social media networks, email, text or platforms can also amount to bullying.

Harassment is unwanted conduct related to characteristics such as age, disability, race, religion, sex or sexual orientation, which has the purpose or effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment. It includes unwanted conduct of a sexual nature which has that same purpose or effect and can include conduct which causes a person alarm or distress. Acts carried out online or using social media networks, email, text or platforms can also amount to harassment.

We recognise that the freelance nature of the television industry makes this issue particularly difficult. If a Worker feels he or she is being bullied by a Head of Department on whom the Worker relies for future employment, he or she may be reluctant to pursue the matter. Equally, the Worker may be reluctant to act if the Worker feels he or she is being bullied by a peer who commands a position of power or authority in their freelance community.

Nevertheless, Pact and BECTU encourage any Worker working in the industry, who believes they have been bullied or harassed, to bring it to the attention of an appropriate person who is able to take the matter forward. Depending on circumstances this may be a Head of Department; a Producer; or if the Worker is a BECTU member, a BECTU full-time official. Any confidentiality requested by the complainant should be respected by the person to whom they bring the complaint.

Where bullying takes the extreme form of threats of physical violence, or actual physical violence, it may become a criminal matter. We would encourage any Worker subject to such behaviour to seek legal advice.

APPENDIX THREE

Contact numbers for more information on this Agreement

Pact

Tel: 020 7380 8230

BECTU

Head Office (London)

Tel: 020 7346 0900

Glasgow

Tel: 0141 248 9558

Manchester/Birmingham

Tel. 0845 248 9588

Cardiff

Tel: 029 20 666557