

PACT/BECTU AGREEMENT
TERMS APPLICABLE TO MAJOR MOTION PICTURES

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 engaged on Major Motion Pictures that commence principal photography after Monday 2 April 2018.
- 1.3 For the purposes of this Agreement, a **Major Motion Picture** shall mean a feature film intended for initial cinematic exhibition 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 and/or for non-shooting crew members, the standard working day comprises 11 hours worked with 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 1 hour for lunch;
- (b) a **Continuous Working Day (CWD)** – where the shooting day runs for 10 working hours without a break for lunch; or
- (c) a **Semi-Continuous Working Day (SCWD)** – where the shooting day runs for 10.5 working hours with 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

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

3.2 Prep and Wrap

- (a) Specific Departments: For the following departments, 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

- (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.

- (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.

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. 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):** 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.

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.

6. Travel and Bases

6.1 Definitions and Terminology

- (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.

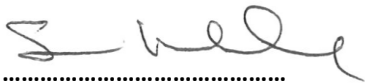
- (c) The producers may nominate one Base as above, but may call to any other Recognised Studio (as defined below) for the purposes of an individual working at such Recognised Studio
- (d) The recognised studios (**Recognised Studios**) are Shepperton, Pinewood, Leavesden, Elstree, Ealing, Twickenham, 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



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



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