

Here are the details of the offer in full (these use the 2017 agreement as a starting point with the following tweaks). Following those points we disagree with, you will see our notes in green:



Producers' Offer To Crew: UK Independent Scripted Television

Pact asks that the following offer is communicated to Bectu's members for balloting at the earliest opportunity:

- Standard shooting day reduced to 10 + 1 hours

This clause should have the word 'shooting' removed. Work is work and the standard 10+1 should cover workshops (including post-production)

- Prep/wrap to be replaced with 1 hour off-camera work at a guaranteed additional hour's pay at 1T for the following departments

ADs

Costume

Hair and Make-up

Locations

Script Supervisor

Art Department

Production

This is an improvement on the current situation and what our P&W departments have been arguing for. However there is no reason why Art Department should be in this list, they do not do prep and wrap.

- The overtime maximum cap to be increased to £70 per hour. Floor at £35 per hour

We think the OT cap should be removed entirely. Every other sector of the economy pays their workers a multiple of their rate with no cap. OT should be paid at 1.5T. Certain experienced / valued grades would actually be working OT for less than their standard rate.

- Bank holidays to be paid at 2T if worked

Bank holidays should also be paid at 1T if not worked

- Grace periods to be abolished
- Night shooting at 2T to begin at 11pm
- Night Work – all night shooting hours to be added up each week and compensated on a weekly basis rather than carried forward over a longer period, so crew get paid compensatory rest each week on long blocks of night filming
- All crew – including dailies – to be entitled to a paid rest day where their contract ends on a night shoot pattern
- 6th consecutive shoot days to be paid at 1.5T (plus £100 if existing cap on 11 day fortnights broken)

The word 'shoot' should be removed. Again this would be something we in post would not benefit from. Ideally this clause would actually state that Saturdays be paid at a premium, rather than just 6th days, to protect weekends.

- For all departments, the crew member's rate is deemed to include an amount of time that is customary to that department to ensure that the crew member is ready to start the working day at unit call and to make good/pack-up at the end of filming

The word 'customary' should be removed from this. We have seen time and again producers try to argue that editorial do a customary amount of prep and wrap, inserting clauses in contracts which mean the worker receives no pay for 30 mins at either end of the day. This is woolly and open to interpretation / abuse.

- All overtime in 15 minute increments
- A new fourth Budget Band is introduced on 1 September 2022 and the Budget Bands are revised as follows (all figures per broadcast hour):

Budget Band 1 Budget Band 2 Budget Band 3 Budget Band 4

up to £1,250,000 £1,250,000-£4,000,000 £4,000,000-£7,000,000 above £7,000,000

- Band 4 is outside the scope of the Pact-Bectu agreement and is subject to new terms to be negotiated. By doing this we are able to offer enhanced terms on productions in Band 4 that are not otherwise affordable. Pact and the Producers commit to beginning these negotiations immediately on confirmation that this proposal is acceptable to Bectu's members. The aim is to have these terms agreed by the end of the year so that will apply to all new engagements from 1 January 2023.

This is suboptimal... In an ideal world we'd have one agreement which covered all UK drama production. Why should a worker on lower budget productions have poorer terms, why should the free time / work life balance of a band 1 to 3 worker be less important?

This means there will be 3 agreements as opposed to the current 2. This creates

confusion.

At the very least band 4 productions should not be left in limbo until 1st Jan next year, they should be covered by any updated agreement until such time the new band 4 agreement is ready.

- Budget Band 4 to increase to £8m per broadcast hour on 1 January 2024 • All other terms as per the 2017 agreement
- All new terms if Bectu's membership votes in favour of this offer to be implemented on all new UK independent scripted television productions commencing prep after 1 September 2022

11 July 2022.

So, just for context, here are the original requests which our National Secretary Spencer MacDonald sent to PACT back in May:

1. **Withdrawal of PACT guidance** – This has been one of the primary sources of friction on set. The Pact guidance in our opinion varies the terms of the agreement. This has had a damaging effect on the agreement and the relationship between crew and production. We therefore request that the guidance is immediately removed so we can begin negotiations in good faith. This must be withdrawn before we commence talks.
2. **Better terms for above £5m budget bands** – The growth in streaming content and HETV has accelerated since the agreement was signed in 2017. As a result we would like the agreement to reflect how the market has changed.
3. **Prep & Wrap** – The union seeks alignment with the MMP terms. Prep and wrap has been exploited by some productions who have incorrectly imposed prep and wrap across all departments contributing to excessive working hours.
4. **Unsociable hours** – We accept that it can be unavoidable to work at night, weekends or late in the evening; if this is the case the crew should be compensated appropriately. We would like to discuss the following:

1. **Dailies get a rest day for night work** - Workers on 'daily' contracts receive a paid rest day' at the end of a block of night work as they will be unable to find paid work the following day.

- **Any work beyond midnight should be classified as nightwork.** •
- Weekend work should be paid at a premium**
- **Work between 2100 and 2300 will be paid at X work between 2300 and 2400 at X.**

5. **Bank holidays – T2 if worked T1 if not** – Crew deserve a day off or should be compensated when most of the country are having a break. This principle is agreed and recognised in other industry agreements.

6. **Definition of Semi-Continuous Working Day (SCWD)** – We have received confusing interpretations of the SCWD and we would like to define this in the agreement.
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At a recent 'Town Hall' meeting we identified a number of other issues we in TV drama post have which are not addressed by this offer:

3rd-Party Hirings. Currently workers hired through a 3rd party (e.g. sound editors assigned to the production by a facility) are hired on terms which do not reflect those in the agreement. Often their terms are unspecified (no deal memo or contract is issued, in contravention of current UK law). If the agreement ceases to be, then this levels the playing field as all workers will have to negotiate their terms. However, if the agreement is updated, we HAVE to ensure there is a clause within in specifying that producers seek to work with 3rd party companies who honour the terms of the agreement.

Hiatuses. Workers in post are often asked to take a number of weeks off, picture editorial to wait for VFX to be completed or sound editors asked to stand down as the picture schedule extends. This is often at short notice and without compensation. This has to change, we believe 50% would be fair.

Cancellation Terms. Sound editors especially sometimes find themselves in a position whereby they are booked for a number of weeks' work and it is cancelled at short notice, with no compensation. This needs to change.

6-day weeks. Clause 6.4 of the agreement makes provision for a cap on the number of 11-day fortnights which may be scheduled for a shoot. No such provision exists for post production.

8th-or-more Days. Clause 6.9.2 states that a worker shall be paid 2T for any 7th days. However if the worker is required to keep going until the following weekend, they will be paid 1T for the 8th consecutive and any following days. This makes no sense. The worker should receive 2T until they get a day off.