

Advice to Post-Production Branch on Ballot  
re: Updated TV Drama PACT / BECTU Agreement

*Comrades!*

*As you are no doubt aware, reps from all branches have been negotiating with PACT to update the 2017 TV Drama Agreement, with support from BECTU officials.*

*PACT have recently sent through their final offer. You should have received an e-mail from BECTU with this offer attached (sent on November 16<sup>th</sup> to all members working in TV drama). This e-mail also laid out details of two all-member Zoom webinars which recently took place, where officials explained the contents of the offer.*

*You should be now have received an e-mail (from Paula Lamont, dated 30<sup>th</sup> Nov.) inviting you to take part in the ballot, which runs until Dec. 11<sup>th</sup>. This is of course your opportunity to express your support (or otherwise) for the proposed new deal.*

*We in the post branch figured it might also be helpful if we gave a breakdown of what's changed. There are a number of improvements for our members. And a few omissions. We'll go through the PACT offer point by point*

*It is not our intention to advise you which way to vote, rather to give you the information you need to make your own choice.*

*Our notes are highlighted in grey:*

## **A. APPLICABILITY**

### **1 COLLECTIVE AGREEMENT**

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

## 2 SCOPE

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

*2.1 and 2.2 are obviously a big improvement. This means that any work done, whether for PACT-affiliated companies or for the streamers, is covered by the agreement. Whether PACT have the authority to enforce this we have no idea...*

## 3 BUDGET BANDS

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

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

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

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

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

*These bands should be index-linked rather than jumping suddenly...*

## 4 IMPLEMENTATION AND REVIEW

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

*Clause 4.2 is good to have in writing. PACT issued their own interpretation of clauses in the 2017 agreement, thereby undermining it. This was a cause of a lot of friction on sets. So, this won’t happen in the future.*

## B. CORE TERMS OF ENGAGEMENT

### 1 THE WORKING DAY

#### 1.1 Contracted Hours

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

#### 1.2 The Shooting Day

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

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

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

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

*Obviously this is huge. A massive step towards better work / life balance for shooting crew (don't worry, we get a mention in 1.5).*

### 1.3 Contracted Work Before And After Shooting Day

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

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

*This gets rid of the dreaded prep and wrap, whereby certain departments gave away their labour for free. In negotiations we argued that all departments should be treated equally, that those listed departments should work a 10+1 day and any hours outside of this should be paid at 1.5T. This was not agreed but this is a step in the right direction. The fact that the specific departments are listed is great for us because it prevents producers including the dreaded clause in our contracts stating they expect post to do half an hour prep and wrap at the start and end of the day. Which still happens on some productions, inexplicably.*

*(1.4 deals with how payment will work for those departments named in 1.3)...*

### 1.5 The Standard Day For Non-Shooting Crew

- (a) The standard day for non-shooting crew is a SWD (10 + 1 hours with an unpaid lunch hour).
- (b) Work done on non-shooting days and work done by non-shooting crew is always contracted on a SWD basis. This will be specified in the Deal Memo.

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

*So this is the bit that applies to us in post. It may not result in your hours changing much, unless you're on a job doing particularly long hours, in which case your OT will kick in an hour earlier, which gives the post super greater reason to badger you to go home at a reasonable time.*

*Also in reality of course quite a lot of us probably elect to work a SCWD, popping out to get a sarnie and eating it at your desk. You can't elect to do this and expect your OT to kick in half an hour earlier because as stated, you're only allowed to deviate from the 10+1 day in exceptional circumstances and with prior approval. The lesson here is, take a proper lunch break!*

*We did argue for 1.5f to be amended. You could foresee a circumstance where you've been asked to do a CWD, then something comes up in the afternoon which requires you to work late. The producers want this clause as is to discourage crew from routinely working a CWD and finishing at their usual time and claiming OT. This clause should have included wording such as 'without the express advance permission of the producer' or some such. However we believe that in such a circumstance, on the rare occasions it may happen, if approval is sought this OT would get paid.*

## 1.6 Ready For Work And Packing Up

For all departments (other than the departments specified in Clause 1.3 of the Core Terms), the Worker's Basic Daily Rate is deemed to include an amount of time for prep and wrap that is customary to that Worker's department to ensure that the Worker is ready to start the working day at their Individual Call Time (as defined in Clause 1.7 of the Core Terms).

No specific time will be allocated to this in the Deal Memo.

*This is extremely suboptimal. The woolly language here (i.e. 'customary') is open to abuse. We argued to have this removed but were unsuccessful. To be clear, for us in post, being 'ready to work' means the following:*

1. *Taking your coat off*
2. *There is no number 2. Anything else is work.*

*Some departments are very angry about this. For a grip or electrician, for example, to pack up at the end of filming, might mean half an hour of unpaid work.*

## 1.7 Call Times

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

*This doesn't affect us much. We're not usually tied to shoot hours and as such have been free to start at different times.*

## 1.8 Split Days

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

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

No cap on Split Days

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

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

- (c) The Producer will pay a £30 premium to each Worker for each Split Day worked in excess of that Worker's agreed cap. A Split Day is worked if the Worker works any part of the shooting hours 9pm-11pm.
- (d) Split days are reconciled at the end of a Worker's contract and any premium due paid at the end of the contract.

*This puts a cap on the number of 'split days' and applies to shooting crew. This shouldn't affect us unless the producers insist that post work the same hours as the shoot. Which they don't tend to do any more.*

## 1.9 Early Call

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

## 2 THE WORKING WEEK

### 2.1 Week Schedules

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

### 2.2 Weekend Working

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

*So if you get asked, on a Friday, to work the weekend, and you have a wedding to go to on the Saturday, you get to go to the wedding.*

### 2.3 Sixth Consecutive Days

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

*This is obviously a big improvement. In an ideal world we'd get 1.5T for any work done on a 6<sup>th</sup> day. However, this is a move in the right direction.*

### 2.4 Seventh Consecutive Days

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

### 2.5 Prohibition On More Than Seven Consecutive Days

- (a) Eight consecutive days' work is strictly prohibited.



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

*We did explain that it's not unheard of in post that crew might go weeks without a day off. They insisted this never happens (!) and would not entertain the idea of putting in writing that 8<sup>th</sup> and subsequent days should be paid at double time until the worker gets a day off. This clause is the compromise.*

### 3 ELEVEN DAY FORTNIGHTS

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

<u>Number of Shoot Weeks</u>	<u>Cap</u>
0-8 weeks	4
9-12 weeks	5
13-16 weeks	6
17-20 weeks	7
21-24 weeks	8
And so on	

- 3.2 In the event that the Producer requires the Worker to work an additional sixth day as part of an 11 day fortnight beyond the applicable cap, the Worker will be entitled to a £100 premium per additional sixth filming day worked beyond the cap.
- 3.3 The £100 premium is paid in addition to the applicable Daily Rate specified in the Deal Memo (and in the case of a sixth consecutive shooting day that rate shall be uplifted in accordance with Clause 2.3 of the Core Terms).

*We argued that the cap on 11-day fortnights should apply to the whole schedule, not just the shoot. PACT wouldn't budge on this...*

*Sections 4 & 5 deal with 'Clawback' and 'Night Work', which again should not affect us. Please refer to the Nov. 16<sup>th</sup> e-mail if you'd like to read.*

### 6 REST PERIODS AND BROKEN TURNAROUND

- 6.1 Producers shall comply with the Working Time Regulations in the scheduling of daily and weekly rest periods and should give Workers no less than 11

hours rest between the end of one work period and the commencement of the next ("Turnaround Period").

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

## 7 OVERTIME

- 7.1 A Worker's Contracted Hours shall be deemed to start from their Individual Call Time. When the Worker, at the Producer's request or with the Producer's prior approval, exceeds their total daily Contracted Hours, the time worked by that Worker in excess of their Contracted Hours shall constitute overtime ("Overtime") and shall be payable as such in accordance with this Clause.
- 7.2 Overtime is payable at the Hourly Rate multiplied by 1.5T, subject to Clause 7.10 of the Core Terms and subject always to the Minimum Overtime Rate and the Maximum Overtime Rate specified below ("Overtime Rate").
- 7.3 The Overtime Rate may be no less than £35 per hour ("Minimum Overtime Rate"), pro-rated for partial hours.

- 7.4 The Overtime Rate may be no more than £70 per hour or, if greater, the Worker's Hourly Rate at 1T ("Maximum Overtime Rate"), pro-rated for partial hours.
- 7.5 Overtime (shooting and non-shooting) accrues in 15 minute increments.
- 7.6 Camera Overtime can only be called once and must be called as a specified number of 15 minute increments. No grace periods shall apply.
- 7.7 The Overtime Rate is also applied to the following penalties:
- (a) excess travel in accordance with Clause 8.3, Clause 8.4 and Clause 8.5 of the Core Terms; and
  - (b) delayed/curtailed meal breaks in accordance with Clause 10.2 of the Core Terms.
- 7.8 Broken Turnaround is compensated in accordance with Clause 6.2 of the Core Terms.
- 7.9 Each situation giving rise to a payment at the Overtime Rate accrues separately and may not be aggregated across the working day.
- 7.10 Overtime at 2T ("Enhanced Overtime Rate"):
- (a) Overtime for work after 11pm is paid at 2T, regardless of whether or not the Overtime worked is shooting or non-shooting work (for clarity Overtime after 11pm does not constitute Night Work – see Section D Example 3);
  - (b) Overtime on a UK Bank Holiday is paid at 2T;
  - (c) Overtime on a seventh consecutive day is paid at 2T
- in each case in lieu of the Overtime Rate and subject to the Minimum Overtime Rate and the Maximum Overtime Rate.
- 7.11 Camera Overtime on a CWD: Producers recognise that camera Overtime should not occur as a matter of course on a CWD. Accordingly, Producers agree that camera Overtime on a CWD should not be scheduled. If camera Overtime does take place on a CWD it should be unscheduled and subject to a cap of no more than 2 hours per working week. If the Producer wishes to ask a Worker to work Overtime in excess of this cap, this must be agreed locally, including agreeing an appropriate rate of pay.
- 7.12 Overtime on a sixth consecutive day (whether shooting or non-shooting) is paid at the Overtime Rate.

- 7.13 The Minimum Overtime Rate and Maximum Overtime Rate apply to all Overtime payable hereunder including Overtime payable at the Enhanced Overtime Rate as well as to any penalties which are paid at Overtime Rate.
- 7.14 Overtime does not arise where a Worker works fewer than their Contracted Hours.
- 7.15 Notwithstanding anything to the contrary hereunder, no time in excess of the Contracted Hours shall be worked, nor any services/travel undertaken, nor any meal breaks delayed/curtailed, where any of the foregoing would give rise to payment under this Agreement unless specifically requested by the Producer or pre-approved by the Producer's Nominated Representative.

*These are obviously improvements. The OT cap is being raised from £45 to £70, and no one will receive less than 1T for OT (so if your daily rate is £800, you'll receive £80 rather than the current £45). If I recall we did argue that this cap should be index-linked....*

*You could argue that on a 6<sup>th</sup> day, where you're already being paid 1.5T, OT should get an uplift. Also for a 7<sup>th</sup> day, you're receiving 2T and any OT should get an uplift (3T?). However, this is the offer...*

## 8 TRAVEL

### 8.1 Definitions:

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

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

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

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

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

- (a) 30 Mile Radius: If the Producer selects this option, no payments will be made for time spent travelling to and from any place within 30 road miles of Production Base. Time spent travelling beyond the 30 road mile point to the place of work shall be compensated by payment at the Overtime Rate (calculated in 15 minute increments) or form part of the working day. The Producer will be responsible for the cost of travel beyond the point that is 25 road miles from the Production Base.
  - (b) Within The M25 (where the Production Base is within the M25): If the Producer selects this option, no payments will be made for time spent or costs associated with travelling to and from any place within the M25. Time spent travelling beyond the M25 to the place of work shall be compensated by a payment at the Overtime Rate (calculated in 15 minute increments) or form part of the working day, and the Producer will be responsible for the cost of travel beyond that point.
- 8.4 Travel via Unit Base: Travel in excess of 15 minutes to and 15 minutes from Unit Base to filming location shall be included in the working day where the Worker is required by the Producer to travel via Unit Base. Time shall be deducted from the working day to account for travel time in excess of 15 minutes between the Unit Base and filming location at the beginning and at the end of the day. If time is not deducted then a payment at the Overtime Rate shall be due for the excess travel time (calculated in 15 minute increments).
- 8.5 Travel to or from Resident Location: Where travel takes place for the purposes of work to a place more than 20 road miles or 30 minutes from the place at which overnight accommodation is provided, time spent travelling beyond 20 road miles or 30 minutes to the place of work shall be compensated by a payment at the Overtime Rate (calculated in 15 minute increments) or form part of the working day, and the Producer will be responsible for the cost of travel beyond that point.
- 8.6 Travel on scheduled rest days: Where a Worker elects to return home on a scheduled rest day when working at a Resident Location or outside the UK, time and costs spent travelling will not be paid. Where the Worker is asked to travel for the purposes of the production on a scheduled rest day the Producer shall agree a payment to compensate for disrupting a rest day.
- 8.7 Mileage and expenses: Mileage costs (for use of own vehicle where approved in advanced by the Producer) shall be reimbursed in accordance with HMRC guidelines. Where the Producer provides reasonably accessible transport or car allowance has already formed part of the Worker's deal terms or the Worker is driving a hired vehicle mileage costs will not be paid.

- 8.8 Travel on overseas locations: The base of operations on overseas locations will be deemed the Production Base for the duration of the overseas location filming and the Producer will be deemed to have selected the 30 Mile Radius option in Clause 8.3 of the Core Terms by reference to that base.
- 8.9 Travel Time: References to travel time in this Clause 8 of the Core Terms assume normal road traffic and weather conditions.
- 8.10 Travel days do not count for the purpose of calculating sixth and seventh consecutive days.
- 8.11 Expenses: Resident and overseas locations: Reasonable out-of-pocket Expenses (per diems) will be agreed by the Producer and referenced in the Deal Memo.

## 9 TRAVEL BY AIR

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

## 10 PROVIDING AND PAYING FOR MEALS

- 10.1 SWD and SCWD: Where the Worker is required to work away from Production Base as part of the shooting crew, the Producer will provide lunch. If the Producer does not provide lunch the Producer will provide an agreed payment in lieu or shall reimburse the Worker the cost of lunch on production of a valid receipt (including VAT details where applicable). Payments and/or reimbursement of meal costs shall be subject to a reasonable maximum cost agreed in advance between the Producer and the Worker. Where no maximum cost has been agreed, payment will be

made with reference to the HMRC guidelines provided that the Worker supplies valid receipts for the actual costs incurred.

- 10.2 During principal photography Workers are entitled to take their lunch break no later than 6 hours after the Unit Call Time. If Workers are asked by the Producer to:
- (a) delay their lunch break, then a penalty will be paid in 15 minute increments at the Worker's Overtime Rate for the period during which their lunch break is delayed, pro-rated for partial hours; or
  - (b) curtail their lunch break, then a penalty will be paid in 15 minute increments at the Worker's Overtime Rate for the period during which their lunch break is curtailed, pro-rated for partial hours and capped at 1 hour where the Worker is working a SWD and 30 minutes where the Worker is working a SCWD.
- 10.3 For the avoidance of doubt the Head of Department for non-shooting crew should manage their department so that Workers are able to take their lunch break (save as where requested by the Producer as above). In the event that a Head of Department wishes to curtail or delay the lunch break of Workers, prior written approval must be sought from the Producer's Nominated Representative.
- 10.4 A Worker's subsequent meal break of half an hour will begin within 6 hours of the end of the previous meal break. A delay or curtailment requested by the Producer to the subsequent meal break shall result in the payment set out above unless the Worker has agreed to forego the break and penalty in favour of finishing earlier. Where work continues for more than one hour following the end of a CWD, the Producer shall provide food and refreshments.
- 10.5 When a shooting CWD is scheduled, the Producer shall provide a hot meal to be taken without interruption of work. Each Worker shall have 20 minutes to eat the meal provided, without interruption of production, the timing of which shall be arranged by Workers within their department. Adequate steps will to be taken by the Producer and Head of Department to ensure that all Workers are able to have access to meals where catering is provided by the Producer. This may require arranging for items of food and drink to be set aside for consumption by Workers until such time as their work schedule allows for it.

## 11 HOLIDAY ENTITLEMENT AND BANK HOLIDAYS

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

*11.2 and 11.3 are obviously an improvement. Hopefully this means that we get more bank holidays off. It may mean you get asked to work on the following Saturday instead however,*



*which is why we argued that bank holidays should be paid whether worked or not for all productions, not just band 4.*

## **OMISSIONS**

*We did try to get the following included:*

*Post-production, Animation, or VFX facilities based in the UK, who subcontract work to UK-based Employees, Sole Traders / loan-out company engagements. Where they are hired to work exclusively on The Production, they will be party to this document.*

*We were unsuccessful. This means that anyone not hired directly by the production company to work on a given production, is NOT COVERED by this agreement. This applies to virtually everyone working through a facility in post sound, for example.*

*Unfortunately, this means that these sectors of the workforce most likely need to organise and potentially arrange amongst themselves to only accept work on the same terms as specified in the agreement.*

*There was also talk of an 'Industry Working Group', to be set up between crew, agents & broadcasters, looking at ways of improving work / life balance within the industry. This has been dropped unilaterally by PACT in this latest draft...*

Post Branch TV Negotiating Reps. November '22